



## Regular Session City Council Meeting

Lewis County Courthouse

June 5, 2023 at 6:00 p.m.

Call In#: (415) 762-9988

Meeting ID: 482-656-4989

Pass Code: 269

### AMENDED AGENDA

Full Agenda Packets Available on [www.CityofWestonwv.com](http://www.CityofWestonwv.com)

**1) Call to Order/Moment of Silence**

**2) Pledge of Allegiance**

**3) Roll Call**

**4) Presentations**

Proclamation for Father John and Bertha Valentine

Appreciation of Jacob Wingett Americorp Volunteer

WV Coalition to End Homelessness Outreach Specialist Ms. Jessica Carr

**5) Visitor Section (5 Minute Time Limit)**

**6) Approval of Minutes**

A. Regular Session – May 1, 2023

B. Special Session – May 15, 2023

**7) Receive and File Reports of City Boards, Commissions, and Outside Agencies**

A. Weston Cemetery Board - Next Meeting – Monday, July 10, 2023, at 9:00 a.m. at  
i. the Municipal Building.

B. Historic Landmark Commission - Next Meeting – Thursday June 8, at 5:00 p.m.  
i. at the Municipal Building.

C. Weston Planning Commission - Next Meeting – Wednesday, July 12, 2023 at 4:00 p.m. at  
i. the Municipal Building.

D. Board of Parks and Recreation - Next Meeting – Friday, June 16, 2023 at 4:00 p.m.  
i. at the Municipal Building.

E. Lewis County EDA - Next Meeting – Wednesday, June 28, 2023 at 5:00 p.m. at  
i. 110 Center Avenue 2<sup>nd</sup> floor.

F. Board of Zoning Appeals - Next Meeting – Tuesday, June 13, 2023 at 6:00 p.m.  
i. at the Municipal Building

G. Code Appeals Board - Next Meeting – Thursday, June 15, 2023 at 6:00 p.m. at the  
i. Municipal Building.

H. Outside Agencies

i. Neighborhood Watch – Next Meeting – Monday, June 16 at 5:00 p.m. at the home  
of Billy and Betty Brooks

ii. SWA –Next meeting July 19, 2023

I. Known Vacancies to be Filled - Board of Zoning Appeals - 1 available position plus an alternate (2  
total)

• Parks and Recreation Board 2 positions available.

• Cemetery Board 1 position available.

**8) Sanitary Board Director Report**

**9) Department Reports**

- A. Finance Report – June Report in Packet.
  - i. Transfer of Funds of \$825.00 from General Fund to Vacant Structure Fund (Action Requested)
  - ii. Transfer of Funds of \$79,160 from Police Equipment Fund to General Fund (Action Requested)
  - iii. Transfer of Funds of \$40,000 from ARPA Account to General Fund (Action Requested)
  - iv. Transfer of Funds of \$25,000 from General Fund to Rainy Day Fund (Action Requested)
- B. Street Department – May Report in Packet.
- C. Police Department – May Report in Packet.
- D. Fire Department - May Report in Packet
- E. Building/Code/Zoning – May Report in Packet
- F. City Attorney Report
- G. City Clerk – May Report in Packet
- H. City Manager Report

**10) Old Business**

- A. Update Employee Vacation Handbook Policy Section Second Reading (Action Requested)
- B. Ordinance 2023-10 Creating Penalties for Failure to Appear in Weston Municipal Court Second Reading (Action Requested)
- C. Ordinance 2023-11 Ordinance Related to Nuisance Dogs that Creates a Separate Fee (Second Reading)
- D. Schedule Within the City’s On-Site Citation Program Second Reading (Action Requested)
- E. Ordinance 2023-12 Ordinance for Citizen Petition to Weston Municipal Court to Address Barking and Nuisance Dogs Second Reading (Action Requested)
- F. City of Weston Façade Grant Program Approval and Request of \$50k ARPA Funds for Startup (Action Requested)
- G. Prioritization of Dilapidated Buildings (Action Requested)
- H. DOH Agreements for Possible Rehabilitation of (5) City Bridges – 4<sup>th</sup> Street Arch, Center, Court, Howell, and Depot (Action Requested)

**11) New Business**

- A. Appoint Interim Finance Manager Joseph Solberg (Action Requested)
- B. Final FY23 Budget Revision for Coal Severance and General Fund (Action Requested)
- C. Kroger Opioid Settlement Agreement Approval (Action Requested)
- D. Mylan Opioid Settlement Agreement Approval (Action Requested)
- E. Neighborhood Watch Picnic Funding Request of \$250 to \$300 (Action Requested)
- F. Stormwater, General Fund Transfer for Jackhammer Purchase (Action Requested)
- G. Road Striping Machine Purchase \$10,000 ARPA Funding (Action Requested)
- H. Purchasing of Equipment for the Fire Department (Action Requested)
- I. Awarding of Asphalt Paving of City Streets to J.F. Allen Company (Action Requested)

**12) Reports of City Council**

**13) Adjournment**

**Meeting Management Guidelines**

- Regular meeting agendas will be posted and available to the public before closure two (2) days prior to the meeting.
- Persons wishing to address City Council must register before the meeting.
- Agenda items may require an executive session motioned per WV Code 6-9A-4.
- All votes are unanimous unless otherwise stated.



- Roberts Rule of Order is utilized as a guide for all Weston City Council meetings.



Weston City Council  
Minutes

Lewis County Court House  
117 Center Avenue  
May 1, 2023 at 6:00 p.m.

**Present:** Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Randy Bohan, Debbie Gump and Herb Curtis, City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Director Susie Johnston, Assistant Finance Director Joe Solberg, Chief Mike Posey, Chief Jimmy Suttle, Street Commissioner Mike Starett, Building/Code/Zoning Enforcement Officer Marty Lewis, and Sanitary Director Dee Evans.

**Call to Order/Moment of Silence:** Mayor Harrison-Edwards called the meeting to order at 6:00 p.m.

**Pledge of Allegiance:** Mayor Harrison-Edwards asked everyone to stand for the Pledge of Allegiance.

**Presentations**

**Proclamation for National Emergency Medical Service Week May 21, 2023 – May 27, 2023:** Mayor Harrison-Edwards read the proclamation declaring the week of May 21, 2023 through May 27, 2023 recognizing the value and the accomplishment of the EMS providers and the vital service they provide. Councilwoman Gump made a motion seconded by Councilwoman Rogers to **declare** the week of May 21, 2023 through May 27, 2023 National Emergency Medical Week. **Motion carried.**

**Proclamation for National Police Week May 15, 2023 – May 21, 2023:** Mayor Harrison-Edwards read the proclamation declaring the week of May 15, 2023 through May 21, 2023 recognizing by faithful and loyal devotion of their responsibilities a dedicated serve to their communities. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **declare** the week of May 16, 2023 through May 21, 2023 National Police Week. **Motion carried.**

**Proclamation for National Firefighters Day May 4, 2023:** Mayor Harrison-Edwards read the proclamation declaring May 4, 2023 as National Firefighters Day recognizing saving thousands of lives and millions of dollars in property through their resolute efforts, and their many sacrifices. Councilman Curtis made a motion seconded by Councilwoman Rogers to **declare** May 4, 2023 as National Firefighters Day. **Motion carried.**

**Visitor Section (5 Minute Time Limit)**

**Cindy Crislip** did not come to speak.

**Brenda Reed** wanted to discuss the issue she is having with the barking dogs beside her house. Ms. Reed documented the time of day the dogs barked and read aloud the documentation. Ms. Reed suggested increasing the amount of the fine for the dog owners to try to get it under control. Ms. Reed said that she should not have to live like this in her own home. Councilwoman Rogers asked Ms. Reed to stay for the meeting because we would be going over ordinances that pertain to the dog barking and nuisance ordinance and we would like her input.

**Approval of Minutes:**

Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the Regular Session Meeting of April 3, 2023 Minutes with a wording correction and the Special Session Meeting of April 18, 2023 Minutes. **Motion carried.**

**Receive and File Reports of City Boards, Commissions, and Outside Agencies:**

Mayor Harrison-Edwards read aloud the meeting dates and times of the city boards, commissions, and outside agencies. Mayor Harrison-Edwards went over the vacancies that were open for the boards and encouraged participation.

**Sanitary Board Report:** Sanitary Director Evans informed the council that Phase I was wrapping up they are waiting on the closeout documents to issue a final payment. Phase II we are getting ready to submit the preliminary engineering report application for IGADC by May 10, 2023, that project and the Route 33 Water Sewer Project has passed the first review crash bill funding. Sanitary Director Evans said that we are spending a great deal of time figuring out what we can and cannot do financially for pump seven. Their office is working on water turn offs and collections. Councilman Curtis asked about the turn off policy during COVID and Sanitary Director Evans stated that they were less aggressive during the that time, but all utility companies were less aggressive. The next Sanitary Board meeting will be May 8, 2023 at 4:30 p.m. and they will be revisiting the critical needs or do in house.

**Finance Report:** Report in Packet. Finance Director Johnston provided the council with the Profit & Loss from July 2022 through April 2023, Gross Revenue by Source, Month to Month Comparison Fiscal Year 2023, Bank Statements for Coal Severance–Tax Fund, Parks & Recreation, General Funds, K-9 Fund, Holding Account, Payroll Account, Police Equipment Fund, Rainy Day Fund, Vacant Structure Fund, ARPA Fund.

**Finance Director Johnston to move \$848.00 from General Fund to Vacant Structure Fund (Action Requested):** Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** to move \$848.00 from the General Fund to the Vacant

Structure Fund. **Motion carried.** Finance Director Johnston gave a total of \$12,908.00 after the transfer of \$848.00.

Finance Director Johnston gave the total for April of \$1,725 for the Hometown Hero Banners making the grand total \$4,700, Weston Billboards \$600 no amount for April. Finance Director Johnson gave last year's Municipal Fees at this time were \$313,285.85, the total for this year is \$290,668.32 a difference of \$22,617.53. Finance Director Johnston Stated the Weston Sanitary Board paid \$36,041.74 and for the Storm Water Refund from July 2022 through December 2022 was \$23,755.71.

**Street Department Report:** Street Commission Starett informed the Street Department had 31/2 large dumps from the Spring Cleanup that will be removed tomorrow. It was successful and appreciated the hard work his department did. Street Commissioner Starett stated the handicap ramp at the end of the 4<sup>th</sup> Street Bridge across Polk Creek is completed.

- **Terrace Avenue Update**

Street Commissioner Starett informed the council that the city was turned down by the State to help take the slip out. Quotes were obtained to rent a long reach hoe to take the slip out for \$2220.00 but that was only for the use of the equipment. The second quote received was for \$2531.25 which gave us an operator to remove the materials, but we would need to haul off. Councilwoman Gump asked since the slip was the property owners' fault are we going to bill them for our amount. Street Commissioner Starett stated we sent them notices for taking down the trees and we will bill for removing the slip as well. City Manager Stansberry informed that the property owners' we invoiced but no payment yet and the house is for sale.

- **DOH Bridge Agreements**

City Manager Stansberry informed the council that in the mail Friday we received unsolicited four agreements from the DOH it would reflect the same agreement at the 4<sup>th</sup> Street Bridge Polk Creek Bridge Project. The State Road would come in and do work on four more bridges in the city. The bridges were 4<sup>th</sup> Street Arch Bridge over West Fork, Center and Court Ave Bridges and the Howell Street Bridge. In a future meeting we will ask for the council's consideration. They did ask for comments on what we would like to have or any issues we think need addressed. City Manager Stansberry committed that the genesis on all of this is the federal infrastructure money is available and they will review the projects and let us know later. Councilman Curtis asked if there was any percentages and City Manager Stansberry response was no matches that he saw it was strictly federal dollars.

**Police Department:** Report in packet. Chief Posey informed the council that the two new cruisers were in-house, and we are waiting for the rest of the equipment to have them outfitted. Councilwoman Gump stated that Officer Minney did an excellent job at the Neighborhood Watch meeting.

**Fire Department:** Report in packet. Chief Suttle stated they had two blow outs coming down Route 33, it did not tear up the vehicle, but two tires needed replaced. Chief Suttle informed the council that according to the NFDA we are supposed to update tires every seven years.

**Building/Code/Zoning Report:** Report in packet. Mayor Harrison-Edwards asked if we tentatively had a date for the building that was just approved. The Building/Code/Zoning Enforcement Officer Lewis stated that he received word on Friday that Astro Oilfield Services were going to start on West Second Street first at the end of the week but was not sure after all the rain received if that would push them back. Building/Code/Zoning Enforcement Officer Lewis after completing West Second Street they will move on to North River. Councilwoman Gump noted about the tall grass and Building/Code/Zoning Enforcement Officer Lewis responded he knew because of the yellow tickets he had to write. Councilman Curtis asked about the fourteen violations given what was the majority given for, response was tall grass and trash. Discussion of the vacant structure ordinance was discussed with the possibilities of better solutions.

**City Attorney Report:** City Attorney Bailey stated I have been working on stuff that will be discussed later in the meeting. City Attorney Bailey is working on a possible better solution for the codification. City Attorney Bailey stated to identify the vacant structure program is not intended to bring business or cause people to sell property. The intent of the program is to help raise money to help with the protection of the police and fire department when they enter the structure. City Attorney Bailey addressed the zoning ordinance and commented that we enforce a map that has never been enforced before, we will have buildings and houses that do not fit.

**City Clerk Report:** Report in packet.

**City Manager Report:**

- **Update on Camera Project:** City Manager Stansberry stated we need to sit down with Keith at the 911 Center and discuss tower accessing in the next week or so. All the equipment is in and sitting in City Manager Stanberry's office.

- **Annexation Works Update:** City Manager Stanberry informed that he has not heard back from Steptoe and Johnson. City Manager Stansberry reached out to the County Commission and received a contact number for Market Place and will place a call to them. Councilman Curtis asked what has been worked on as far as structure and presentation. City Manager Stansberry and Mayor Harrison-Edwards have all the materials and prepared an introduction to the city, the service we can offer, and what it would entail if the business annexed into the city limits. Councilman Curtis asked if council could have the information emailed to them for their input.

City Manager Stansberry gave the following update.

- Congressional Earmark we are three for three with two of the applications for the Sanitary Department and the third is for the Weston Cultural Center application was forwarded. This is the first round of clearances.
- Still working on Pump Station Seven, had multiple meetings with Thrasher to discuss design issues. Weston's system was designed to service 35,000 people in 2000 and we have not eclipsed that mark. All the pumps were sized from what we can tell for the 35,000-person system. We need to reassess our operating regime before we get into installing replacement pumps. We need to see if we downsize our pumps and make it appropriate for our current load scheme.
- Carp Festival is still on for June 9, 10, 2023 and will be soliciting for funds to offer the free lifetime fishing license for the grand prize like we did last year.
- Municipal Fee and First Due Fire Fee will be looked at through the square footage point of view. If a user has a larger square footage, they will pay more compared to the flat rate.
- Meeting around May 15th or 16th to talk about Codification and Land Reuse Agency.
- Going to schedule a meeting for our Municipal Fee Appeals Board. We did get clarification from the Chamber of Commerce on their board member. A meeting within the next month to hear two or three cases for the Municipal Fee Appeals Board.
- Attended the Army Corp Dam Safety meeting with all the different agencies, it was a good meeting. We need to consider abandoned boaters, who have motor failures or medical emergencies in the lake area. No current service is provided for those types of emergencies on the lake. The Fire Department gets a call and must make a judgement call and use their 1959 boat to help get those people back. Chief Suttle thought it would be nice if we could work with Stonewall Resort



to use one of their boats. Chief Suttle felt that miscommunication was a lot of the problem of not getting the right person involved. These calls happen at random hours and City Manager Stansberry believes the Fire Department needs to have a small pontoon boat in case they need to do a rescue.

Councilwoman Gump made a motion seconded by Councilman Bohan to **approve** all department reports. **Motion carried.**

### Old Business

**Ordinance 2023-08 Ordinance Creating the Weston Land Reuse Agency (Request to table until Special Session) (Action Requested):** Councilwoman Gump made a motion seconded by Councilman Bohan to **table** Ordinance 2023-08 Ordinance Creating the Weston Land Reuse Agency. **Motion carried.**

**Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policy (Second Reading Action Requested):** Councilman Curtis made a motion seconded by Councilman Bohan to **approve** the second reading of Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policy. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Piercy read the Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Finance Procedures and Policy second reading by title only.

Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the second reading of Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policy by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.** The first reading of the Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policy was read on March 6, 2023 by title only. The approval of the second reading enacts Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policy.

**Update Employee Vacation Handbook Policy Section (Action Required):** City Manager Stansberry provided the council with a handout of the Employee Vacation Handbook Policy and explained with the items underlined will be added and the strike through will be deleted. City Manager Stansberry reiterated the main thrust is some employees that were hired prior to the new policy being enacted must be treated differently according to the law from the past presence of how the city operated. Discussion with the council on prorating hours between the 80 hours you received for the

prior year worked and your anniversary date to give employees more time to use vacation. Councilman Curtis committed to go by the employee anniversary date instead of prorating. City Manager Stansberry stated that was not what our current policy is and that is more work for the payroll person. Mayor Harrison-Edwards noted that it has been a struggle to update this policy for fairness to everyone. Councilman Curtis stated that the employee can carry over forty hours and the unused hours the employee should be compensated for it. City Manager Stansberry will use the employee's anniversary date and bring it back to the council for approval. Councilman Curtis made a motion seconded by Councilwoman Gump to **table** the Update Employee Vacation Handbook Policy Section until the next Special Session. **Motion carried.**

### **New Business**

**Memorial Day Parade Event Application for May 27, 2023 at 12:00 (Action Requested):** Councilwoman Gump made a motion seconded by Councilman Curtis to **approve** the Memorial Day Parade Event Application for May 27, 2023 at 12:00. **Motion carried.**

**Weston Flood Control Dam and Channel Operation West Fork Conservation District (Polk Creek) Maintenance Funding Agreement \$4400 (Action Required):** Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** the Weston Flood Control Dam and Channel Operation West Fork Conservation District (Polk Creek) Maintenance Funding Agreement \$4400. **Motion carried.**

**Paving List Approval for FY 2024 (Action Requested):** City Manager Stansberry provided the council with a list of streets to be paved and the projected cost of paving and milling. Councilman Bohan pointed out that Kunst Drive should read Kunst Addition because Kunst Drive is out by the Mountaineer Mart. The discussion was about paving every street on the list and if need to use the ARPA funding. Councilwoman Rogers stated that in the meetings that were held about using the ARPA Fund the citizens requested street paving and cameras. Mayor Harrison-Edwards appreciated that the council would like to have all streets paved but she also respects the city manager's decision to pave what was on the list. Councilwoman Rogers reiterated that we are here to represent the citizens and they would like the streets paved, and the city did give the Sanitary Board money from the ARPA Funding. Councilman Curtis stated we can earmark money for the Sanitary Board for what they need but when will we know. Councilman Curtis continued the discussion that the citizens have not received much in the past for the \$100 Municipal Fee. Councilwoman Gump asked about the milling prices and asked could we determine which ones would need milled.

**Removal of 10:00 p.m. Curfew Siren Blast (Action Requested):** Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the removal of 10:00

p.m. curfew siren blast. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Ordinance 2023-10 Creating Penalties for Failure to Appear in Weston Municipal Court (Action Requested):** Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the first reading of Ordinance 2023-10 Creating Penalties for Failure to Appear in Weston Municipal Court. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Piercy read Ordinance 2023-10 Creating Penalties for Failure to Appear in Weston Municipal Court first reading by title only.

Councilwoman Gump made a motion seconded by Councilman Bohan to **approve** the first reading by title only of Ordinance 2023-10 Creating Penalties for Failure to Appear in Weston Municipal Court. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Ordinance 2023-11 Ordinance Related to Nuisance Dogs that Creates a Separate Fee Schedule Within the City's On-Site Citation Program (Action Requested):**

Councilwoman Rogers explained that we are doing two ordinances, one is to increase the penalties and address barking dogs. We have dogs that are destroying property, and some that are aggressive dogs. City Attorney Bailey stated that a police officer or building code official determines that there is some kind of nuisance that is sited under our on-site citation program. The police will have to see it, must hear it, or observe it to write the ticket. The nuisance on-site citation is currently housed under that citation program with a fee of \$100 to \$250 for the first offense, and \$250 to \$500 for the second offense. City Attorney Bailey stated that nothing on the on-site citation is going to change except the additional fee schedule for barking dogs. Councilwoman Rogers went over the existing ordinance of how law enforcement officers gave two warnings then a fine of \$25.00 per dog. Ordinance 2023-11 is an ordinance what is going to be fined to somebody that is found guilty, it is not an ordinance to locate or try to deal with a nuisance dog, it is a penalty to have one. Ms. Reed stated that she should be able to enjoy her yard and home without having to listen to barking dogs because the owners do not take care of them.

City Manager Stansberry stated as of now the only current avenue for it to be addressed is a licensed officer to be there and witness the dog barking excessively then they can issue a citation to the owner. If the officer did not witness the barking, they would have had a tough time proving it. City Manager Stansberry also stated that we have large dogs in small yards across the city and we have zero kinds of codes for the health requirements or any code. We have a code that is basically for aggressive dogs. City Manager Stansberry commented that if a dog is being fed, watered, and a little bit of shelter it can be always kept in a cage by current law. City Manager Stansberry asked the question is that away for a dog to live or is that going to create the dog to bark? We do not have a code to say to anyone we do not want that type of dog in our neighborhoods. We have an issue with that type of dog care in our community, but we need to take into

consideration right now we have very few rules to help with that regulation. Ms. Reed agreed with the City Manager Stansberry because she does like dogs and the dogs, she sees are not receiving any attention, their life is in a yard. Ms. Mitchell referenced to her neighbor's dogs they are not pets they are treated as livestock.

Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** the first reading of Ordinance 2023-11 Ordinance Related to Nuisance Dogs that Create a Separate Fee Schedule within the City's On-site Citation Program by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Piercy read the Ordinance 2023-11 Ordinance Related to Nuisance Dogs that Create a Sperate Fee Schedule within the City's On-Site Citation Program first reading by title only.

Councilwoman Gump made a motion seconded by Councilwoman Rogers made a motion to **approve** the first reading of Ordinance 2023-11 Ordinance Related to Nuisance Dogs that Create a Separate Fee Schedule within the City's On-Site Citation Program by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Ordinance 2023-12 Ordinance for Citizen Petition to the Weston Municipal Court to Address Barking and Nuisance Dogs (Action Requested):** Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the first reading of Ordinance 2023-12 Ordinance for Citizen Petition to the Weston Municipal Court to Address Barking and Nuisance Dogs by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Piercy read the Ordinance 2023-12 Ordinance for Citizen Petition to the Weston Municipal Court to Address Barking and Nuisance Dogs first reading by title only.

Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the first reading on Ordinance 2023-12 Ordinance for Citizen Petition to the Weston Municipal Court to Address Barking and Nuisance Dogs. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

Mayor Harrison-Edwards thanked Ms. Reed and Ms. Mitchell for their input on Ordinance 2023-11 and Ordinance 2023-12.

**Request for Leave for Kaleigh Wetzel (Executive Session Requested) (Action Requested):** Councilwoman Gump made a motion seconded by Councilman Curtis to

**enter** executive session to discuss the request leave for Kaleigh Wetzel at 8:10 p.m.  
**Motion carried.**

Councilman Curtis made a motion seconded by Councilwoman Gump to **exit** executive session at 8:23 p.m. **Motion carried.**

City Manager Stansberry recommendation was to **approve** the leave. Councilwoman Rogers made a motion seconded by Councilwoman Gump to approve the request for leave for Kaleigh Wetzel. **Motion carried.**

### **Reports of City Council**

**Mayor Harrison-Edwards** provided her report. Mayor Harrison-Edwards stated she will be attending the Municipal League Meeting. Mayor Harrison-Edwards informed that Ray Smith, City Manager Stansberry and herself attended the HubCap two-day meeting and encouraged everyone to attend the next HubCap meeting on May 24, 2023 at the Coffee House.

**Councilwoman Sherry Rogers Ward I** thanked everyone for coming out and for their input. Councilwoman Rogers stated that the council and staff work with issues to better the community.

**Councilman Randy Bohan Ward II** stated to move forward.

**Councilwoman Debbie Gump Ward III** yielded her time to Councilman Curtis.

**Councilman Herb Curtis Ward IV** thanked everyone for coming out and as a team we are getting things done. Councilman Curtis thanked City Manager Stansberry and everyone for the things they help with in his ward.

### **Adjournment**

Councilman Curtis made a motion seconded by Councilwoman Gump to **adjourn** at 8:27 p.m. **Motion carried.**

Attest

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Mayor, Kim Harrison Edwards



City Clerk, Judy Piercy



City Council Special Session  
Tuesday, May 16, 2023 at 5:00 p.m.  
City Municipal Building  
Minutes

**Present:** Mayor Kim Harrison-Edwards, Councilperson Sherry Rogers, Debbie Gump, City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Street Commissioner Mike Starett, Building/Code/Zoning Enforcement Officer Marty Lewis, Weston Fire Department Lieutenant Ryan Burkhammer. Councilman Herb Curtis via Zoom, and Dora Pratt.

**Call to Order/Moment of Silence:** Mayor Harrison-Edwards called the meeting to order at 4:58 p.m.

**Pledge of Allegiance:** Mayor Harrison-Edwards asked everyone to stand for the Pledge of Allegiance.

**Public Comment:** No one signed up to speak.

#### Old Business

- **Ordinance 2023-08 Creating the Weston Land Reuse Agency (Action Requested)**

City Manager Stansberry informed the council that no decision needs to be made tonight, it was another opportunity to discuss in more detail and answer questions anyone would have. City Manager Stansberry asked the council the question if they had any interest in the Land Reuse Agency. Councilwoman Rogers appreciated the work that was put into this ordinance, but she felt funding was an issue, and with the city having these properties they can be auctioned off and had no further interest in the ordinance.

Councilwoman Gump expressed she still had a lot of questions concerning the channels and will the upkeep of these properties come out of the city's budget. Mayor Harrison-Edwards commented that this would alleviate some of the job duties from the city staff.

City Manager Stansberry stated that we continue to hear that the city does not have adequate housing and asked if the council has a plan for housing which is needed without the Land Reuse Agency.

Mayor Harrison-Edwards informed that the council would have a role in making decisions and they will be the ones putting together the board for the Land Reuse Agency. Councilwoman Rogers made a motion seconded by Councilwoman Gump to table indefinitely Ordinance 2023-08 Creating the Weston Land Reuse Agency. **(Roll call of votes, Councilwoman Rogers yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

### **Codification Update Continued Discussion**

City Attorney Bailey requested this to be tabled the Codification Update due to a meeting he had to attend for the Chamber of Commerce. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **table** the Codification Update Discussion. **Motion carried.**

### **New Business**

- **Awarding of Bid for REAP Grant Demolition for 303 South Main, 375 West Second Street, Lot #58 George Street, 369 Edwards Street, 86 Henry Street, 232 High Street, 208 Bennett. (Action Requested).**

City Attorney Bailey prepared a handout of the demolitions to be approved at the meeting were 375 West Second Street, Lot #58 George Street, and 208 Bennett Avenue. The remaining 232 High Street, 369 Edwards Street and 86 Henry Street could possibly have new ownership. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** Aster Oilfield Services for 375 West Second Street for \$6,900 and Lot #58 George Street for \$4900, 208 Bennett Avenue to Spruce Creek for \$8,700. **(Roll call of votes, Councilwoman Rogers yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

- **Authorize the Weston Fire Department Permission to Use City Lot for Fireworks.**

City Manager Stansberry requested the council to give him permission to write a letter to the State Fire Marshall for the Fire Department to use the city lot for fireworks. Councilwoman Rogers made a motion seconded by Councilwoman Gump **approved** giving permission for City Manager Stansberry to write the State Fire Marshall a letter to use the city lot for fireworks. **Motion carried.**

**Approval of Chris Bailey to the Municipal Fee Board for a Term Until July 1, 2023. (Action Requested).** Mayor Harrison-Edwards commented that the term seemed to be short. City Manager Stansberry stated that Mr. Bailey was not sure he wanted to serve on the board. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** Chris Bailey to the Municipal Fee Board for a term until July 1, 2023. **Motion carried.**

- **Award of Americorp Planning Grant. (Action Requested).**

City Manager Stansberry and Assistant Finance Director Joe Solberg have worked together to make a proposal to AmeriCorps to start a Weston program. We have put an application in for a planning year which would be mostly funded by AmeriCorps, with an \$8000 contribution from us. This would allow us to hire someone for a year to plan out the program with the intention is to support the local museums, school program with outdoor activities, sport leagues or

whatever the person would think in needed within our context. City Manager Stansberry stated we believe this is an opportunity for us to get someone in to do these activities, as far as the Park and Recreation Board are concerned. This will allow us to support youth moving to our city. Councilwoman Rogers asked for information on the grant and City Manager Stansberry will provide information and it can be tabled until the June 1, 2023. Councilwoman Rogers commented that we have lost two members of the Parks and Recreation Board and he was already doing the bulk of the work, would this person working would this take things off his plate. City Manager Stansberry replied that he hoped it would, but the funding is towards the grant. Councilwoman Rogers asked if City Manager Stansberry wanted this opportunity, and the response was yes. City Manager Stansberry said his vision for governing is not just for service but that is a large aspect, but we need a quality of life to make people want to be here and stay here. The city does not have that side of government now. City Manager Stansberry stated we will be targeting Peterson Central School and Robert Bland Middle first for after school activities and we do not currently have a program for adult sports league this can help build relationships. The position will be a one-year job to make this program. Councilwoman Gump asked if this program can be renewed, and the response was no but it's for the one-year development to determine how many AmeriCorps Volunteers would be needed. Mayor Harrison-Edwards stated we talked about shortages in the volunteer base, these people would be hired, and the goal is to be able to hire ten to fifteen people who would be full time equivalent, also part time people can be working under this grant. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** the AmeriCorps Planning Grant with an \$8000 contribution. **Motion carried.**

- **DOH Agreements for Possible Rehabilitation of (5) City Bridges, 4<sup>th</sup> Street Arch, Center, Court, Howell, and Depot. (Action Requested)**

City Manager Stansberry reiterated that the agreements were very similar to the Polk Creek Bridge agreement. City Manager Stansberry read the cover letter aloud that came with the agreement. Mayor Harrison-Edwards stated that the council should send their recommendations to City Manager Stansberry. Councilman Curtis stated that we need to work with the DOH because the offer does not happen often. Mayor Harrison-Edwards wanted to make sure the sidewalks would be ADA compliance. City Manager Stansberry stated the meeting will be held Thursday and we can wait until then to see if we have further information.

- **Request to Award Audit Service RFP (Action Requested)**

City Manager Stansberry recommended awarding the audit to BHM cpa group, inc. Councilwoman Gump made a motion seconded by Councilman Curtis to **approve** to award Audit Service RFP to bhm cpa group inc for \$36,800 for audits

of 2021,2022,2023. **(Roll call of votes, Councilwoman Rogers yes, Councilwoman Gump, Councilman Curtis yes). Motion carried.**

- **Use of City Property for Yard Sales over Memorial Weekend. (Action Requested)**
- City Clerk Piercy explained that a citizen called wanting to use the city parking lot to have a yard sale or the Holt Property for Memorial Weekend. City Manager Stansberry brought up questions regarding insurance and will look into it further. Councilwoman Rogers suggested possibility of signing waivers. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** the use of city properties for yards for Memorial weekend. **Motion carried.**
- **Use of ARP Funding for Fencing for 210 North River, 205 Water Street/WEST Second Bridge, Rt 19 South (Narrows), Willow Street, 13 Main Avenue (Head of Main) (Action Requested).**

Street Commissioner Starett provided the council with a handout of fencing that was needed and the location along with the pricing. City Manager Stansberry requested that the price from ARPA Funding be up to \$50,000. Councilwoman Gump brought up the Transportation Grant recommending that the city applies for it next year to help with such projects. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** up to \$50,000 of ARPA Funding for fencing. **Motion carried.**
- **Approval of Emergency Absentee Ballot Commissioners, City Clerk Judy Piercy, Building/Code/Zoning Enforcement Officer Marty Lewis. (Action Requested).** Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** the Emergency Absentee Ballot Commissioners, City Clerk Judy Piercy, Building/Code/Zoning Enforcement Officer Marty Lewis. **(Roll call of votes, Councilwoman Rogers, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**
- **Mowing of City Lots, Parks, and Cemeteries. (Action Requested).**

Building/Code/Zoning Enforcement Officer Marty Lewis informed the council that he spoke with the three mowing contractors and all three could accommodate mowing weekly. City Manager Stansberry commented that the mowing comes out of Building/Code/Zoning Enforcement Officer Marty Lewis's budget, and we will need to make a budget revision. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** to have the City Lots, Parks and Cemeteries mowed weekly. **Motion carried.**

Mayor Harrison-Edwards suggested that City Manager Stansberry give his update and then go into executive session for personnel so staff could leave.

## City Manager Update

City Manager Stansberry gave the following update:

- will be hiring temp workers for the Stret Department.
- purchasing fourteen banners to put up on Main Avenue.
- budget for the General Fund was \$500,000 and if the numbers held it could come in at \$700,000. If that occurs, we can pave all the streets that were on the list given to the council prior.
- discussion of holding our meetings in our building not at the courthouse. The meetings will be held in what is now the city manager's office and making some modifications to the upstairs when the Sanitary Department comes on board. According to ADA we can make our building accessible by providing a computer screen, so they interact or make a zoom call.
- Mayor Harrison-Edwards informed the council that when the Sanitary Board applies for State funding the first question asked is how much of the ARPA Funding does the city have. City Manager Stansberry and Mayor Harrison-Edwards prepared a list to earmark the APRA Funding and went over the list. City Manager Stansberry will provide the council with the list.

- **Update on Leave for Officer Kaleigh Wetzel. (Possible Executive Session Requested)**

City Manager Stansberry made a recommendation to enter executive session for discussion of personnel. Councilwoman Gump made a motion seconded by Councilwoman Rogers to **enter** executive session at 6:26 p.m. **Motion carried.** Councilwoman Rogers made a motion to **exit** executive session at 6:39 p.m. **Motion carried.**

## Adjournment

Councilwoman Rogers made a motion seconded by Councilwoman Gump to **adjourn** at 6:42 p.m. **Motion carried.**

Attest

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Mayor Kim Harrison-Edwards



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City Clerk, Judy Piercy

WESTON SANITARY BOARD  
702 N. MAIN AVENUE  
WESTON, WV 26452 (304)269-1300  
MONTHLY REPORT  
JUNE 5, 2023

**PROJECT UPDATES**

PHASE I PROJECT

- Synagro has finished this Sludge Removal Project. We are awaiting the closeout documents so we can issue them their final payment.

AML PROJECT

- Nothing further on this project at this time.

JACKSONS MILL PROJECT

- Construction on the project is complete.

PHASE II PROJECT

- The preliminary engineering report as well as the rest of the submittal documents were submitted to the IJDC. We are awaiting comments from the various agencies involved. It should be within the next few weeks.

STONEWALL JACKSON SEWAGE COLLECTION PROJECT

- We have been notified that this project is on hold.

CORRIDOR H SEWER EXTENSION PROJECT

- Nothing further on this project at this time.

## PLANT

- Responses to DEP regarding NOV's
- Meetings with contractors and vendors regarding Station 7
- Monthly Required State Reports Submitted
- Weekly UV and Filter Cleaning & Maintenance
- Cleaning and Maintenance on screens, buildings, filter membranes, UV, chlorine building and garages.
- Lab Sample deliveries 4 days a week

## COLLECTION

- Repaired leak under bridge on Stonecoal
- Repairs: 245 N. River, Jackson St., Pine Lane, 840 W. 2<sup>nd</sup> Street, & Shriners Building
- Miss Utility Mark-Outs
- Jet Work to mark lines for new bridge
- Work with Street Department on several issues

## PUMPS

- Built Platform at Station 7 to lower bypass pump
- Pulled Pumps: Station 5, Hickory House, Weston Manor, Kincheloe, Dansers
- Moved bypass pump closer to the river, brought in bulk diesel tank
- Replaced 8" check gate valves at Station 5
- Put rock down at CSO at Station 5
- Cummins was in to service all Generators
- Finished weed kill at all stations

## JET CALLS

☐ 5 Jet Calls 2- Main 3-Laterals

## **DIRECTOR/OFFICE**

- ❏ Rate Analysis Completed and ready to present in July
- ❏ IJDC Funding Application for Phase II has been submitted
- ❏ Meeting with Board, Tracey, Nate regarding DEP violation and response
- ❏ Submitted 68 Water Terminations so far in May. Additional 15 ready to submit this week.
- ❏ Mailed over 3100 customer Bills to Residents in May.
- ❏ Mailed out over 900 Past Due/Termination Letters to Customers
- ❏ Working with Region 7 on funding through Critical Needs for Station 7 Emergency Expenses
- ❏ Ongoing Discussions/Meetings with Potesta regarding Phase II Sludge Removal Project
- ❏ Multiple Past Due Phone Calls and Follow-Up Calls made
- ❏ Negotiating with customers for Deferred Payment Arrangements
- ❏ Weekly Department Head Meetings with City Manager
- ❏ Monthly Adjustments
- ❏ Accounts Payable
- ❏ Payroll Reports
- ❏ Daily/Monthly Reports
- ❏ PEIA Maintenance and Billing
- ❏ PERS Reporting/Billing
- ❏ Daily/Weekly conversations with Engineers/Special Council regarding project
- ❏ Working with customers to obtain assistance from Mountaineer Rental for past due WSB Bills
- ❏ Taking calls for Plant to help alleviate extra work for guys at plant
- ❏ Working with Brock and Plant Personnel on resolutions to issues with Stations 5 & 7

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Dee Evans, Director



**City of Weston**  
**Gross Revenue by Source, Month-to-Month Comparison**  
**Fiscal Year 2023**

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD Total
Municipal Fees	\$ 163,604.50	\$ 48,019.00	\$ 10,296.25	\$ 13,901.47	\$ 8,973.00	\$ 7,015.94	\$ 295,210.32
B&O	\$ 104,930.11	\$ 78,219.63	\$ 2,698.26	\$ 119,449.09	\$ 44,895.30	\$ 9,082.06	\$ 696,755.27
Business License	\$ 5,927.50	\$ 3,675.90	\$ 515.00	\$ 465.00	\$ 475.00	\$ 777.50	\$ 13,757.89
Permits	\$ 562.50	\$ 682.50	\$ 440.00	\$ 1,316.00	\$ 487.50	\$ 220.00	\$ 8,890.00
Excise Tax	\$ 11,465.61	\$ 12,785.96	\$ 11,848.66	\$ 13,842.72	\$ 11,678.31	\$ 9,713.42	\$ 172,606.63
Reimbursement	\$ 1,214.17	\$ 4,672.48	\$ 20,496.29	\$ 4,759.16	\$ 13,595.51	\$ 607.08	\$ 111,578.66
Franchise Tax	\$ 3,213.32	\$ 250.00	\$ 2,866.98	\$ 3,078.38	\$ 3,026.95	\$ 2,974.26	\$ 30,048.01
Property Tax	\$ 3,481.81	\$ 36,463.09	\$ 142,896.26	\$ 36,189.98	\$ 15,278.13	\$ 5,321.54	\$ 402,341.90
Police	\$ 533.00	\$ 1,095.00	\$ 1,424.62	\$ 1,696.00	\$ 501.00	\$ 515.00	\$ 13,007.62
Animal Tax	\$ 5.52	\$ 70.00	\$ 216.00	\$ 189.00	\$ 48.60	\$ 32.40	\$ 1,810.53
Paid Parking	\$ 1,200.00	\$ -	\$ 70.00	\$ 70.00	\$ -	\$ -	\$ 2,947.58
Money from Jerry Stout	\$ 311.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,899.23
Donation	\$ 818.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884.00
Property Registration	\$ -	\$ -	\$ 1,375.00	\$ 3,750.00	\$ 750.00	\$ 250.00	\$ 13,007.62
<b>Total Gross Revenue</b>	<b>\$ 297,267.44</b>	<b>\$ 185,933.56</b>	<b>\$ 195,143.32</b>	<b>\$ 198,706.80</b>	<b>\$ 99,709.30</b>	<b>\$ 36,566.80</b>	<b>\$ 1,762,975.82</b>

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	YTD Total
Municipal Fees	\$ 8,180.62	\$ 12,285.00	\$ 8,000.50	\$ 10,392.04	\$ 4,542.00	\$ -	\$ 295,210.32
B&O	\$ 76,561.92	\$ 70,769.95	\$ 5,977.45	\$ 59,725.77	\$ 124,017.98	\$ -	\$ 696,755.27
Business License	\$ 341.25	\$ 603.38	\$ 284.61	\$ 265.00	\$ 427.75	\$ -	\$ 13,757.89
Permits	\$ 705.00	\$ 784.50	\$ 920.00	\$ 2,020.00	\$ 752.00	\$ -	\$ 8,890.00
Excise Tax	\$ 37,170.75	\$ 14,211.71	\$ 13,668.34	\$ 11,877.68	\$ 24,343.47	\$ -	\$ 172,606.63
Reimbursement	\$ 711.10	\$ 2,351.89	\$ 261.40	\$ 61,099.05	\$ 1,810.53	\$ -	\$ 111,578.66
Franchise Tax	\$ 2,686.65	\$ 3,132.71	\$ 2,828.33	\$ 3,042.85	\$ 2,947.58	\$ -	\$ 30,048.01
Property Tax	\$ 14,394.76	\$ 7,490.58	\$ 48,569.11	\$ 32,357.41	\$ 59,899.23	\$ -	\$ 402,341.90
Police	\$ 934.00	\$ 1,991.00	\$ 2,936.00	\$ 498.00	\$ 884.00	\$ -	\$ 13,007.62
Animal Tax	\$ -	\$ 2.70	\$ 13.50	\$ 8.10	\$ 2.70	\$ -	\$ 588.52
Paid Parking	\$ 140.00	\$ 70.00	\$ -	\$ 140.00	\$ 1,800.00	\$ -	\$ 3,490.00
Money from Jerry Stout	\$ -	\$ -	\$ 273.00	\$ -	\$ -	\$ -	\$ 642.00
Donation	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 968.00
Property Registration	\$ 194.00	\$ 3,300.00	\$ 1,350.00	\$ 848.00	\$ 1,274.00	\$ -	\$ 13,091.00
<b>Total Gross Revenue</b>	<b>\$ 142,170.05</b>	<b>\$ 116,993.42</b>	<b>\$ 85,082.24</b>	<b>\$ 182,273.90</b>	<b>\$ 222,701.24</b>	<b>\$ -</b>	<b>\$ 1,762,975.82</b>

\$75.00 was brought in through Hometown Heroes banners in May  
 \$200.00 was brought in for the Weston Entry Billboard in April

*Weston, the Heart of West Virginia*

102 W Second Street  
 Weston, WV 26452

P 304.269.6141  
 F 304.269.7942

Kim Harrison  
 Mayor

**CITY OF WESTON**  
**Profit Loss**  
**July 2022 through May 2023**

City of Weston  
Expense Report  
07/01/2022-5/31/2023

<b>409.000 · MAYOR'S OFFICE</b>	
409.103 · MAYOR'S OFFICE OFFICIALS SALARIE	5,500.00
409.104 · MAYOR'S OFFICE PAYROLL TAXES	420.75
409.105 · MAYOR'S TRAINING & EDUCATION	300.00
<b>Total 409.000 · MAYOR'S OFFICE</b>	<b>6,220.75</b>
<b>410.00 · CITY COUNCIL</b>	
410.103 · CITY COUNCIL OFFICIAL'S SALARIES	8,800.00
410.104 · CITY COUNCIL PAYROLL TAXES	673.20
410.341 · CITY COUNCIL MATERIALS & SUPPLY	50.00
410.568 · CITY COUNCIL CONTRIBUTIONS	500.00
<b>Total 410.00 · CITY COUNCIL</b>	<b>10,023.20</b>
<b>412.000 · CITY MANAGER</b>	
412.103 · CITY MANAGER WAGES	56,871.84
412.104 · CITY MANAGER-PAYROLL TAXES	4,259.42
412.221 · CITY MANAGER TRAINING AND ED	300.00
412.341 · CITY MANAGER'S SUPPLIES & MATER	602.53
<b>Total 412.000 · CITY MANAGER</b>	<b>62,033.79</b>
<b>413.237 · TREASURER'S FEES AND TAXES</b>	<b>-200.00</b>
<b>414.000 · FINANCE OFFICE</b>	
414.103 · FINANCE OFFICE WAGES	96,112.94
414.104 · FINANCE DEPT PAYROLL TAXES	7,208.83
414.214 · FINANCE DEPT TRAVEL	30.00
414.218 · FINANCE DEPT / POSTAGE	1,243.01
414.220 · FINANCE LEGAL FEES AND ADVICE	889.97
414.221 · FINANCE DEPT / TRAINING AND ED.	300.00
414.223 · FINANCE DEPT. PROF. SERVICES	17,889.50
414.224 · FINANCE DEPT. AUDIT SERVICES	22,896.00
414.230 · FINANCE DEPT CONTRACT SERV	13,735.29
414.237 · FINANCE OTHER FEES & TAXES	1,323.67
414.341 · FINANCE DEPT / SUPPLIES	399.76
<b>Total 414.000 · FINANCE OFFICE</b>	<b>162,028.97</b>
<b>415.000 · CITY CLERK'S OFFICE</b>	
415.103 · CITY CLERK'S OFFICE - WAGES	38,984.48
415.104 · CITY CLERK'S OFFICE-PAYROLL TAX	2,931.18
415.106 · CITY CLERK'S OFFICE-RETIREMENT	0.00
415.218 · CITY CLERK'S POSTAGE	600.00
415.221 · CITY CLERK'S TRAINING & ED	300.00
415.222 · CITY CLERK'S DUES & SUBSCRIPTIO	32.08
415.341 · CITY CLERKS SUPPLIES & MATERIAL	471.49
<b>Total 415.000 · CITY CLERK'S OFFICE</b>	<b>43,319.23</b>

**CITY OF WESTON**  
**Profit Loss**  
July 2022 through May 2023  
City of Weston

<b>416.000 · POLICE JUDGE'S OFFICE</b>	
416.103 · POLICE JUDGE'S OFFICAL'S SALARY	7,150.00
416.104 · POLICE JUDGE'S PAYROLL TAX	547.03
416.221 · POLICE JUDGE'S TRAINING & ED	150.00
<b>Total 416.000 · POLICE JUDGE'S OFFICE</b>	<b>7,847.03</b>
<b>417.000 · CITY ATTORNEY'S OFFICE</b>	
417.103 · CITY ATTORNEY SALARIES & WAGES	34,301.03
417.104 · CITY ATTORNEY PAYROLL TAXES	2,623.92
417.220 · CITY ATTORNEY LEGAL FEES ADVICE	525.00
417.221 · ATTORNEY TRAINING FEES	300.00
417.222 · CITY ATTORNEY DUES AND SUBSCRIP	1,344.00
417.223 · CITY ATTORNEY PROFESSION SERVIC	10,526.66
417.341 · CITY ATTORNEY / SUPPLIES	1,432.99
<b>Total 417.000 · CITY ATTORNEY'S OFFICE</b>	<b>51,053.60</b>
<b>435.000 · REGIONAL DEVELOPMENT AUTHORITY</b>	
435.222 · REGIONAL DEV AUTHORITY-DUES&SUB	4,545.00
<b>Total 435.000 · REGIONAL DEVELOPMENT AUTHORITY</b>	<b>4,545.00</b>
<b>436.000 · BUILDING AND CODE</b>	
436.103 · CODE ENFORCEMENT WAGES	34,447.38
436.104 · CODE ENFORCEMENT-PAYROLL TAX	2,583.89
436.214 · CODE ENFORCEMNT TRAVEL	157.46
436.217 · CODE ENFORMENT VEHICLE MAINT	504.99
436.220 · CODE ENFORCEMENT LEGAL ADS	5,732.58
436.221 · CODE ENFORCEMENT TRAINING & ED	815.46
436.222 · CODE ENFORCEMENT / DUES & SUB	215.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC	
436.600 · CODE ENFORCEMENT TREE REMOVAL	13,350.00
436.601 · CODE ENFORCEMENT DEMOLITION SER	44,820.53
436.230 · CODE ENFORCEMEMENT CONTRACT SVC - Other	15,083.20
<b>Total 436.230 · CODE ENFORCEMEMENT CONTRACT SVC</b>	<b>73,253.73</b>
436.341 · CODE ENFORCEMENT SUPPLIES	402.50
436.343 · CODE ENFORCEMENT FUEL	895.92
436.345 · CODE ENFORCEMENT / UNIFORMS	71.99
<b>Total 436.000 · BUILDING AND CODE</b>	<b>119,080.90</b>
<b>437.000 · CITY HALL PLANNING AND ZONING</b>	
437.223 · PLAN & ZONE - PROF SERV	11.74
<b>Total 437.000 · CITY HALL PLANNING AND ZONING</b>	<b>11.74</b>
<b>440.000 · CITY HALL</b>	
440.105 · CITY HALL CONTRIBUTION INSURANC	125,295.80
440.106 · CITY HALL / CPRB CONTRIBUTIONS	76,691.51
440.109 · CITY HALL EYE AND DENTAL INSUR	4,221.28
440.112 · CITY HALL WORKERS COMP	78,999.90
440.113 · CITY HALL / EYE & DENTAL INS	8,815.00

**CITY OF WESTON**  
**Profit Loss**  
**July 2022 through May 2023**  
City of Weston

440.114 · COMMERCIAL LIABILITY INS	213.16
440.115 · CITY HALL / COLONIAL INS	3,167.44
440.116 · CITY HALL / WVML UNEMPLOYMENT	6,583.53
440.211 · CITY HALL TELEPHONE	5,021.08
440.212 · CITY HALL WIRELESS PHONE	233.97
440.213 · CITY HALL UTILITIES	
440.250 · CITY HALL GAS UTILITY	2,911.17
440.251 · CITY HALL WATER	1,168.62
440.253 · CITY HALL ELECTRIC	4,859.87
<b>Total 440.213 · CITY HALL UTILITIES</b>	<b>8,939.66</b>
440.215 · CITY HALL M & R BLDGS & GROUNDS	6,919.78
440.218 · CITY HALL POSTAGE	763.38
440.220 · CITY HALL - ADVERTISING	4,515.52
440.221 · CITY HALL TRAINING / TUITION	1,012.41
440.222 · CITY HALL DUES & SUBS	2,702.50
440.223 · CITY HALL-CONTRACTED SERVICES	209.56
440.226 · CITY HALL INSURANCE LIABILITY	1,500.00
440.229 · CITY HALL COMPUTER SER & SOFTWARE	44,265.76
440.230 · CITY HALL CONTRACTED SERVICES	6,822.11
440.232 · CITY HALL BANK CHARGES	5,293.09
440.236 · CITY HALL PROPERTY TAXES	889.55
440.252 · CITY HALL SANITARY SEWAGE	392.42
440.341 · CITY HALL SUPPLIES & MATERIALS	7,159.70
440.457 · CITY HALL CAPITAL OUTLAY BUILDING	12,284.57
<b>Total 440.000 · CITY HALL</b>	<b>412,912.68</b>
<b>700.000 · POLICE DEPARTMENT</b>	
700.103 · POLICE SALARIES & WAGES	256,945.41
700.104 · POLICE PAYROLL TAXES	13,557.71
700.210 · POLICE MEDICAL WELLNESS BILLS	1,192.00
700.211 · POLICE TELEPHONE	5,917.82
700.214 · POLICE TRAVEL	48.59
700.216 · POLICE M & R EQUIPMENT	1,579.42
700.217 · POLICE M & R AUTOS/TRUCKS	13,570.43
700.218 · POLICE POSTAGE	23.55
700.220 · POLICE - ADVERTISING	330.00
700.221 · POLICE TRAINING & EDUCATION	370.60
700.223 · POLICE PROFESSIONAL SERVICES	126.53
700.229 · POLICE COURT COST & DAMAGES	50.00
700.230 · POLICE CONTRACTED SERVICES	1,270.00
700.323 · POLICE / COMPUTER SOFTWARE	2,500.00
700.341 · POLICE SUPPLIES & MATERIALS	2,693.08
700.343 · POLICE FUEL, OIL & TIRES	12,247.93
700.345 · POLICE UNIFORMS	3,145.08

**CITY OF WESTON**  
**Profit Loss**  
**July 2022 through May 2023**  
City of Weston

700.350 · POLICE - K-9 EXPENSES	14,500.00
700.459 · POLICE CAPITAL OUTLAY	103,997.64
<b>Total 700.000 · POLICE DEPARTMENT</b>	<b>434,065.79</b>
<b>706.000 · FIRE DEPARTMENT</b>	
706.103 · FIRE DEPT SALARIES & WAGES	174,170.86
706.104 · FIRE DEPT PAYROLL TAXES	6,438.27
706.114 · FIRE DEPARTMENT VFD INSURANCE	25,548.02
706.211 · FIRE DEPT TELEPHONE	3,223.13
706.213 · FIRE DEPT UTILITIES	
706.253 · FIRE DEPT ELECTRIC	517.03
706.213 · FIRE DEPT UTILITIES - Other	5,298.84
<b>Total 706.213 · FIRE DEPT UTILITIES</b>	<b>5,815.87</b>
706.215 · FIRE DEPT / BUILDING MAINT.	6.88
706.216 · FIRE DEPT EQUIP MAINT	4,896.05
706.217 · FD VEHICLE MAINTENANCE	1,585.48
706.223 · F D PROFESSIONAL SERVICES	1,110.00
706.230 · FIRE DEPT CONTRACTED SERVICES	759.72
706.250 · FIRE DEPT GAS UTILITY	4,967.30
706.251 · FIRE DEPT WATER	776.15
706.252 · FIRE DEPT SANITARY SEWAGE	405.01
706.341 · FD MATERIAL & SUPPLIES	236.91
706.343 · FIRE DEPT GAS & OIL	7,765.54
706.345 · FIRE DEPT UNIFORMS	292.99
706.458 · FD CAPITAL OUTLAY OTHER IMP	28,862.97
706.459 · FD CAPITAL OUTLAY AUTO/EQUIP	94,663.30
706.602 · FD Fireworks Entertainment/Rec.	5,000.00
<b>Total 706.000 · FIRE DEPARTMENT</b>	<b>366,524.45</b>
<b>711.000 · COMM. CNTR/CNTRL DISPATCH</b>	
711.230 · COMM. CENTER 911 CONTRACTED SER	36,300.00
<b>Total 711.000 · COMM. CNTR/CNTRL DISPATCH</b>	<b>36,300.00</b>
<b>715.000 · FIRE HYDRANTS</b>	
715.251 · FIRE HYDRANT WATER UTILITY	5,573.56
<b>Total 715.000 · FIRE HYDRANTS</b>	<b>5,573.56</b>
<b>750.000 · STREET DEPARTMENT</b>	
750.103 · STREETS & HWY SALARIES & WAGES	228,990.72
750.104 · STREETS & HWY PAYROLL TAX	17,086.61
750.213 · STREETS & HWY UTILITIES	
750.250 · STREET DEPT GAS UTILITY	9,476.87
750.251 · STREET DEPT WATER	1,169.35
750.252 · STREET DEPT SANITARY SEWAGE	427.41
750.253 · STREET DEPT / ELECTRIC	2,233.38
<b>Total 750.213 · STREETS &amp; HWY UTILITIES</b>	<b>13,307.01</b>
750.214 · STREET DEPT TRAVEL	1,317.81

**CITY OF WESTON**  
**Profit Loss**  
**July 2022 through May 2023**  
City of Weston

750.215 · STREETS & HWY BLDG & GROUNDS	2,447.14
750.216 · STREETS & HWY M & R EQUIPMENT	12,823.51
750.217 · STREETS & HWY M & R AUTOS & TRU	18,207.15
750.219 · STREETS & HWY BLDG & EQUIP RENT	4,745.75
750.220 · STREETS & HWY ADV/LEGAL	150.00
750.223 · STREETS & HWY PROFESSIONAL FEES	1,032.73
750.226 · STREETS & HWY INSURANCE & BOND	250.00
750.230 · STREETS & HWY CONTRACTED SERVIC	
750.231 · STREETS & HWY TREE REMOVAL	1,765.00
750.232 · STREET DEPT CHRISTMAS LIGHTS	2,201.68
750.230 · STREETS & HWY CONTRACTED SERVIC - Other	<u>3,534.67</u>
Total 750.230 · STREETS & HWY CONTRACTED SERVIC	7,501.35
750.341 · STREETS & HWY SUPPLIES & MAT	
750.600 · STREET DEPT HOT MIX ASPHALT	20,699.73
750.601 · STREET DEPT STONE	3,712.27
750.615 · STREET DEPT DISPOSAL	1,294.54
750.620 · STREET DEPT STREET SIGNS	382.90
750.341 · STREETS & HWY SUPPLIES & MAT - Other	<u>3,205.43</u>
Total 750.341 · STREETS & HWY SUPPLIES & MAT	29,294.87
750.343 · STREETS & HWY FUEL, OIL & TIRES	18,123.33
750.345 · STREET DEPT UNIFORMS	1,430.70
750.457 · CAPITAL OUTLAY-BUILDINGS	2,123.54
750.459 · STREETS & HWY CAPITAL OUTLAY	<u>25,649.12</u>
Total 750.000 · STREET DEPARTMENT	384,481.34
751.000 · STREET LIGHTS	
751.213 · STREET LIGHTS UTILITIES	60,356.12
751.216 · STREET LIGHTS MAINTENANCE/UPDAT	<u>1,479.00</u>
Total 751.000 · STREET LIGHTS	61,835.12
752.000 · SIGNS AND SIGNALS	
752.213 · SIGNS & SIGNALS UTILITIES	2,633.87
752.341 · SIGNS & SIGNALS SUPPLIES & MAT	<u>865.34</u>
Total 752.000 · SIGNS AND SIGNALS	3,499.21
753.000 · STREETS SNOW REMOVAL	
753.341 · SNOW REMOVAL SUPPLIES	<u>6,476.13</u>
Total 753.000 · STREETS SNOW REMOVAL	6,476.13
755.000 · STREET CONSTRUCTION	
755.230 · Street Const-Contracted Svcs	306,187.74
755.341 · STREET CONST. SUPPLIES	<u>3,045.60</u>
Total Expens Total 755.000 · STREET CONSTRUCTION	309,233.34
756.000 · STREET CLEANING	
756.230 · ST. CLEANING CONTRACT SVCS	10,450.00
756.341 · ST. CLEANING SUPPLIES	<u>199.56</u>
Total 756.000 · STREET CLEANING	10,649.56

**CITY OF WESTON**  
**Profit Loss**  
July 2022 through May 2023  
City of Weston

757.000 · SIDEWALKS	
757.341 · SIDEWALKS / SUPPLIES	5,677.41
Total 757.000 · SIDEWALKS	<u>5,677.41</u>
805.000 · STORMSEWER	
805.341 · STORM SEWER / SUPPLIES	26,798.97
805.345 · STORMWATER BOOTS	134.55
805.459 · STORM SEWER / EQUIP. CAPITAL	25,000.00
Total 805.000 · STORMSEWER	<u>51,933.52</u>
900 · .219 BUILDING/ ICE SKATING RINK	42.89
900.000 · Parks and Recreation	
900.230 · RECREATION CONTRACTED SERVICES	
900.630 · RECREATION MOWING SERVICES	5,150.00
900.230 · RECREATION CONTRACTED SERVICES - Other	2,110.00
Total 900.230 · RECREATION CONTRACTED SERVICES	<u>7,260.00</u>
900.341 · RECREATION SUPPLIES	470.32
900.000 · Parks and Recreation - Other	6,744.00
Total 900.000 · Parks and Recreation	<u>14,474.32</u>
900.219 · REC. BUILDING & EQUIPT RENTALS	60.99
911.000 · HISTORIC LANDMARKS COMMISSION	
911.230 · HISTORICAL COMM. CON. SERVICES	3,000.00
911.000 · HISTORIC LANDMARKS COMMISSION - Other	19.50
Total 911.000 · HISTORIC LANDMARKS COMMISSION	<u>3,019.50</u>
911.341 · 911.341 H.L. SUPPLIES & MATERIA	36.86
950.000 · BEAUTIFICATION	
950.341 · BEAUTIFICATION-SUPPLIES	6,454.17
Total 950.000 · BEAUTIFICATION	<u>6,454.17</u>
952.000 · CEMETERIES	
952.103 · CEMETARY / SALARIES	2,200.00
952.104 · CEMETARY / PAYROLL TAXES	168.30
952.230 · CEMETERIES CONTRACTED SERVICES	6,820.00
Total 952.000 · CEMETERIES	<u>9,188.30</u>
977.000 · STREET DEPT-S/T CAP IMPROVEMENT	51,588.00
977.223 · STR/TRANSP CAP PROJ PROF SERV	13.50
979.000 · CULTURE & REC	
979.223 · CULTURE.REC PROF SERVICES	5,150.00
979.457 · CULTURAL REC./CAPITAL OUTLAY	74,015.66
979.460 · CULTURE&REC GRANT MATCHES	140.66
979.000 · CULTURE & REC - Other	275.08
Total 979.000 · CULTURE & REC	<u>79,581.40</u>
	<u>2,719,586.25</u>



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**Huntington Public Funds Economy Checking**

**Account: -----8409**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$47,046.61</b>
<b>05/01/23 to 05/31/23</b>		<b>Total Service Charges (-)</b>	<b>10.00</b>
		<b>Ending Balance</b>	<b>\$47,036.61</b>
Days in Statement Period	31		
Average Ledger Balance*	47,041.12		
Average Collected Balance*	47,041.12		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Detail**

**Account:-----8409**

Date	Service Charge (-)	Waives and Discounts (+)	Description
05/15	10.00		BUSINESS ONLINE SERVICE FEES

**Service Charge Summary**

**Account:-----8409**

Previous Month Service Charges (-)	\$10.00
Total Service Charges (-)	\$10.00

**Balance Activity**

**Account:-----8409**

Date	Balance	Date	Balance	Date	Balance
04/30	47,046.61	05/15	47,036.61		

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**Huntington Public Funds Economy Checking**

**Account: -----0624**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$4,142.95</b>
<b>05/01/23 to 05/31/23</b>		<b>Debits (-)</b>	<b>275.62</b>
		Regular Checks Paid	275.62
Days in Statement Period	31	<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$3,867.33</b>
Average Ledger Balance*	4,018.47		
Average Collected Balance*	4,018.47		

\* The above balances correspond to the service charge cycle for this account.

**Checks (-)**

**Account:-----0624**

Date	Amount	Check #	Date	Amount	Check #
05/18	275.62	11900667			

(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

**Service Charge Summary**

**Account:-----0624**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

**Balance Activity**

**Account:-----0624**

Date	Balance	Date	Balance	Date	Balance
04/30	4,142.95	05/18	3,867.33		

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**Huntington Public Funds Economy Checking**

**Account: -----8454**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$636,052.16</b>
<b>05/01/23 to 05/31/23</b>		<b>Credits (+)</b>	<b>301,139.52</b>
		Regular Deposits	288,581.83
		Electronic Deposits	12,557.69
Days in Statement Period	31	<b>Debits (-)</b>	<b>224,911.31</b>
Average Ledger Balance*	737,663.26	Regular Checks Paid	136,644.75
Average Collected Balance*	721,315.52	Electronic Withdrawals	88,266.56
* The above balances correspond to the service charge cycle for this account.		<b>Total Service Charges (-)</b>	<b>144.80</b>
		<b>Ending Balance</b>	<b>\$712,135.57</b>

**Deposits (+)**

**Account:-----8454**

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
05/03	61,406.19		Brch/ATM	05/04	1,433.63		Brch/ATM
05/03	43,072.41		Brch/ATM	05/23	61,940.72		Brch/ATM
05/03	8,906.14		Brch/ATM	05/23	9,843.50		Brch/ATM
05/03	6,506.90		Brch/ATM	05/23	9,494.97		Brch/ATM
05/03	5,456.50		Brch/ATM	05/23	5,750.37		Brch/ATM
05/04	39,260.86		Brch/ATM	05/23	2,939.31		Brch/ATM
05/04	16,621.74		Brch/ATM	05/23	979.32		Brch/ATM
05/04	14,969.27		Brch/ATM				

**Other Credits (+)**

**Account:-----8454**

Date	Amount	Description
05/03	30.00	INTUIT 12243735 DEPOSIT 230503 524771998921412
05/04	35.00	INTUIT 17574885 DEPOSIT 230504 524771998921412
05/05	20.00	INTUIT 26389335 DEPOSIT 230505 524771998921412
05/08	153.00	INTUIT 33576735 DEPOSIT 230506 524771998921412
05/12	50.00	INTUIT 65997365 DEPOSIT 230512 524771998921412
05/15	153.00	INTUIT 71642125 DEPOSIT 230513 524771998921412
05/16	906.02	WVTREASURY LOTTBLGAME 230516 721020
05/16	32.11	WVTREASURY LOTTGRNBRI 230516 721020
05/19	30.00	INTUIT 08506945 DEPOSIT 230519 524771998921412

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**Other Credits (+)**

**Account:-----8454**

Date	Amount	Description
05/24	85.00	INTUIT 32928355 DEPOSIT 230524 524771998921412
05/26	2,053.79	WVTREASURY LOT LVL CR 230526 621020
05/30	30.00	INTUIT 49932305 DEPOSIT 230527 524771998921412
05/31	8,953.52	WVTREASURY VENDOR 230531 000000211704 NTE*AUTO2302201016 *PUTT20230522714 85 *000000211704
05/31	26.25	INTUIT 66140535 DEPOSIT 230531 524771998921412

**Checks (-)**

**Account:-----8454**

Date	Amount	Check #	Date	Amount	Check #
05/02	1,000.00	16496	05/11	30.00	16542
05/01	50.00	16498*	05/16	14.00	16543
05/05	2,835.67	16500*	05/12	497.97	16544
05/02	1,987.60	16506*	05/10	834.97	16546*
05/01	252.92	16507	05/18	247.50	16547
05/01	168.00	16509*	05/10	961.54	16548
05/01	80.12	16511*	05/24	8,119.87	16549
05/01	1,255.00	16514*	05/17	834.77	16550
05/02	591.20	16515	05/24	759.72	16551
05/02	50.00	16516	05/23	1,673.60	16552
05/01	102.00	16517	05/22	430.02	16553
05/05	500.00	16523*	05/24	363.65	16555*
05/01	305.00	16524	05/26	60.00	16558*
05/08	44,816.28	16527*	05/23	1,420.00	16559
05/12	1,390.00	16528	05/23	6,853.80	16560
05/11	300.00	16529	05/23	456.00	16561
05/16	1,053.00	16530	05/23	484.85	16562
05/15	189.19	16531	05/22	870.98	16563
05/15	802.55	16532	05/24	590.36	16564
05/24	120.00	16533	05/26	34.95	16566*
05/12	300.00	16534	05/23	32,205.00	16569*
05/18	4,127.52	16535	05/25	342.77	16570
05/16	754.85	16536	05/22	238.73	16572*
05/11	702.19	16537	05/19	795.18	16573
05/22	530.00	16538	05/23	5,150.00	16574
05/12	1,000.00	16539	05/26	2,332.24	16575
05/16	1,076.62	16540	05/23	3,534.57	16576
05/12	168.00	16541			

(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

**Other Debits (-)**

**Account:-----8454**

Date	Amount	Description
05/02	5,000.00	BUS ONL TFR TO CHECKING 050223 XXXXXX8506
05/02	20.00	INTUIT 87422005 ACCT FEE 230502 524771998921412
05/03	1.21	INTUIT 06704585 TRAN FEE 230503 524771998921412
05/04	1.62	INTUIT 12173335 TRAN FEE 230504 524771998921412
05/04	100.00	WVTREASURY COURTFEES 230504 MUN1350
05/05	1.14	INTUIT 20910585 TRAN FEE 230505 524771998921412
05/05	425.00	EMPOWER EMPOWER 704218697635
05/05	425.00	EMPOWER EMPOWER 704218697636
05/05	425.00	EMPOWER EMPOWER 704218697637
05/05	425.00	EMPOWER EMPOWER 704218697638
05/05	425.00	EMPOWER EMPOWER 704218697639
05/05	425.00	EMPOWER EMPOWER 704218697640
05/05	425.00	EMPOWER EMPOWER 704218697641
05/08	5.15	INTUIT 28093075 TRAN FEE 230506 524771998921412
05/12	2.10	INTUIT 60738395 TRAN FEE 230512 524771998921412
05/12	8,695.97	U.S. BANK PAYMENT 230511 448473455001746
05/15	5.15	INTUIT 66419965 TRAN FEE 230513 524771998921412
05/15	425.00	EMPOWER EMPOWER 698153908972
05/16	2,127.00	WVTREASURY PEIAPREAUT 230516 803238810PEIA
05/16	16,517.64	WVTREASURY PEIAPREAUT 230516 803238810PEIA
05/17	784.08	WVTREASURY CPRB WEB 230517 F23100
05/17	2,512.22	WVTREASURY CPRB WEB 230517 P23100
05/19	1.46	INTUIT 03317885 TRAN FEE 230519 524771998921412
05/23	35,064.48	BUS ONL TFR TO CHECKING 052323 XXXXXX8506
05/24	2.97	INTUIT 27891115 TRAN FEE 230524 524771998921412
05/25	12,934.72	BUS ONL TFR TO CHECKING 052523 XXXXXX8506
05/30	1.21	INTUIT 44974965 TRAN FEE 230527 524771998921412
05/31	1.34	INTUIT 61452635 TRAN FEE 230531 524771998921412
05/31	425.00	EMPOWER EMPOWER 140025382645
05/31	662.10	COLONIAL LIFE INS. PREM. 230526 E3073046

**Service Charge Detail**

**Account:-----8454**

Date	Service Charge (-)	Waives and Discounts (+)	Description
05/15	94.80		EXCESS TRANSACTION FEE
05/15	50.00		WIRE TRANSFER FEES (OUTGOING)

**Service Charge Summary**

**Account:-----8454**

<b>Previous Month Service Charges (-)</b>	<b>\$144.80</b>
<b>Total Service Charges (-)</b>	<b>\$144.80</b>

**Balance Activity**

**Account:-----8454**

Date	Balance	Date	Balance	Date	Balance
04/30	636,052.16	05/11	768,997.19	05/23	727,737.91
05/01	633,839.12	05/12	756,993.15	05/24	717,866.34
05/02	625,190.32	05/15	755,579.46	05/25	704,588.85
05/03	750,567.25	05/16	734,974.48	05/26	704,215.45
05/04	822,786.13	05/17	730,843.41	05/30	704,244.24
05/05	816,494.32	05/18	726,468.39	05/31	712,135.57
05/08	771,825.89	05/19	725,701.75		
05/10	770,029.38	05/22	723,632.02		

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1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

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**Huntington Public Funds Economy Checking**

**Account: -----0149**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$378.70</b>
<b>05/01/23 to 05/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$378.70</b>
Days in Statement Period	31		
Average Ledger Balance*	378.70		
Average Collected Balance*	378.70		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

**Account:-----0149**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

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3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

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**Huntington Public Funds Economy Checking**

**Account: -----8823**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$2,392.89</b>
<b>05/01/23 to 05/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$2,392.89</b>
Days in Statement Period	31		
Average Ledger Balance*	2,392.89		
Average Collected Balance*	2,392.89		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

**Account:-----8823**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

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**Huntington Public Funds Economy Checking**

**Account: -----8506**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$472.91</b>
<b>05/01/23 to 05/31/23</b>		<b>Credits (+)</b>	<b>130,607.52</b>
		Electronic Deposits	130,607.52
Days in Statement Period	31	<b>Debits (-)</b>	<b>116,951.19</b>
		Regular Checks Paid	3,338.14
Average Ledger Balance*	38,835.80	Electronic Withdrawals	77,155.54
Average Collected Balance*	38,835.80	Wire Transfer Debits	8,173.99
		Other Debits	28,283.52
* The above balances correspond to the service charge cycle for this account.		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$14,129.24</b>

**Other Credits (+)**

**Account:-----8506**

Date	Amount	Description
05/02	5,000.00	BUS ONL TFR FRM CHECKING 050223 XXXXXX8454
05/04	7,607.45	FID BKG SVC LLC ACH 230504 676996093 17MPW
05/04	7,607.45	FID BKG SVC LLC ACH 230504 676996093 17MPY
05/04	7,607.45	FID BKG SVC LLC ACH 230504 676996093 17MQ1
05/04	7,607.45	FID BKG SVC LLC ACH 230504 676996093 17MQ3
05/04	7,607.45	FID BKG SVC LLC ACH 230504 676996093 17MQ6
05/04	7,607.45	FID BKG SVC LLC ACH 230504 676996093 17MQ9
05/04	5,327.27	FID BKG SVC LLC ACH 230504 676996100 17MPA
05/04	5,327.27	FID BKG SVC LLC ACH 230504 676996100 17MPD
05/04	5,327.27	FID BKG SVC LLC ACH 230504 676996100 17MPE
05/04	5,327.27	FID BKG SVC LLC ACH 230504 676996100 17MPK
05/04	5,327.27	FID BKG SVC LLC ACH 230504 676996100 17MPL
05/04	5,327.27	FID BKG SVC LLC ACH 230504 676996100 17MPR
05/23	35,064.48	BUS ONL TFR FRM CHECKING 052323 XXXXXX8454
05/25	12,934.72	BUS ONL TFR FRM CHECKING 052523 XXXXXX8454

**Checks (-)**

**Account:-----8506**

Date	Amount	Check #	Date	Amount	Check #
05/01	2,087.51	10092	05/01	1,250.63	10093

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(\*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

**Other Debits (-)**

**Account:-----8506**

<b>Date</b>	<b>Amount</b>	<b>Description</b>
05/11	8,728.16	ADP Tax ADP Tax 230511 09VJH 051119A01
05/11	28,114.72	ADP WAGE PAY WAGE PAY 230511 573051859402VJH
05/17	5,803.58	WVTREASURY CPRB WEB 230517 X23100
05/19	125.57	ADP PAYROLL FEES ADP FEES 230519 928628188330
05/19	229.75	ADP PAYROLL FEES ADP FEES 230519 928628188329
05/23	183.48	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	184.02	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	186.96	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	198.46	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	198.73	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	206.16	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	215.54	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	223.94	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	235.22	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	237.25	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	238.03	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	260.41	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	359.74	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	359.74	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	361.41	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	362.36	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	362.36	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	415.85	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	438.02	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	467.64	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	642.62	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	691.58	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	984.45	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	984.45	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	984.45	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	984.45	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
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05/23	984.45	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	984.45	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000002
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001

**Other Debits (-)**

**Account:-----8506**

Date	Amount	Description
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/23	1,140.95	UMB, NA PAYMENT 230523 BILL PAY ACCT XXXXXXXX2491 PAYEE 000001
05/24	7,767.05	ADP Tax ADP Tax 230524 09VJH 052521A01
05/24	25,424.22	ADP WAGE PAY WAGE PAY 230524 761067026235VJH
05/26	3,793.64	OUTGOING FEDWIRE TRANSFER - FREEFORM
05/26	4,380.35	OUTGOING FEDWIRE TRANSFER - FREEFORM
05/30	283.00	ADP Tax ADP Tax 230530 09XGX 053121A01
05/30	679.49	ADP Tax ADP Tax 230530 09XKC 053121A01

**Service Charge Detail**

**Account:-----8506**

Date	Service Charge (-)	Waives and Discounts (+)	Description
05/02	36.00		OVERDRAFT FEE
05/02	36.00		OVERDRAFT FEE
05/02		36.00	24-HOUR GRACE OVERDRAFT FEE WAIVER
05/02		36.00	24-HOUR GRACE OVERDRAFT FEE WAIVER

**Service Charge Summary**

**Account:-----8506**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
Other Charges (-)	72.00
Other Credits (+)	72.00
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

**Balance Activity**

**Account:-----8506**

Date	Balance	Date	Balance	Date	Balance
04/30	472.91	05/11	42,900.21	05/24	10,331.00
05/01	2,865.23-	05/17	37,096.63	05/25	23,265.72
05/02	2,134.77	05/19	36,741.31	05/26	15,091.73
05/04	79,743.09	05/23	43,522.27	05/30	14,129.24



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**Huntington Public Funds Economy Checking**

**Account: -----1076**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$89,078.00</b>
<b>05/01/23 to 05/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$89,078.00</b>
Days in Statement Period	31		
Average Ledger Balance*	89,078.00		
Average Collected Balance*	89,078.00		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

**Account:-----1076**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

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**Huntington Public Funds Economy Checking**

**Account: -----4364**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$75,995.16</b>
<b>05/01/23 to 05/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$75,995.16</b>
Days in Statement Period	31		
Average Ledger Balance*	75,995.16		
Average Collected Balance*	75,995.16		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

**Account:-----4364**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

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**Huntington Public Funds Economy Checking**

**Account: -----0967**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$12,060.00</b>
<b>05/01/23 to 05/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$12,060.00</b>
Days in Statement Period	31		
Average Ledger Balance*	12,060.00		
Average Collected Balance*	12,060.00		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

**Account:-----0967**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

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## May Report 2023

### Street Department

- Hung Hometown Hero Banners in town
- Milled for blacktop in Ward 1
- Blacktop patched nearly 15 ton in Ward 1
- Cleaned gutter and sidewalk in front of TALA
- Cut grass at the two South Main lots, Mulberry Avenue Lot, and Bennett Avenue Lot
- Cut grass within the ditch line on Depot Street, Minden Street, and Brooke Street then proceeded to clean out ditch with skid steer on Depot Street
- Planted tree at Polk Creek Park
- Organized and Cleaned tool room at the shop
- Performed maintenance on weed eaters
- Painted blacktop sealer over top of graffiti on the streets in town
- Hung signs on the sign boards that are within the outskirts of town
- Picked up flowers from TJ's Greenhouse along with potting soil and delivered them to Fire Department
- Picked up flowers boxes and prepped them to be put out
- Used a sander to remove graffiti off of walking bridge in front of TALA
- Assisted with work at the Columbia Club
- Milled for Blacktop in Ward 3
- Hung flower baskets on Main Street
- Removed concrete form from retaining wall on Arch Street
- Installed Do Not Block Alley sign on Depot Street
- Blacktop patched nearly 15 ton in Ward 3/Sewer/Storm Cuts
- Installed blacktop millings on road edge on Terrace Avenue hill at recent slip location
- Assisted Snyder Construction with hauling out bank slippage on Terrace Avenue hill as he removed and sloped the bank back making the road passable again
- Returned road signs back to DOH
- Installed new tires on Police Cruiser
- Changed oil and oil filter on Police Cruiser
- Balanced tires on Police Cruiser
- Worked on broom on Sweeper Truck
- Made small repairs to old Police Cruiser for Building Inspector
- Installed ABS Module and Speed Sensor on Truck #5 GMC

- **Graded Crescent Alley with gravel**
- **Assisted Sewer Company with new pump installment at Station 7**
- **Installed new solenoid on Sweeper Truck**
- **Assisted the Sewer Company with the Vac Truck by removing debris within the lines and the manholes**
- **Changed oil and filter in Police Cruiser**
- **Changed oil and filter in Explorer**
- **Installed blacktop millings on Neighbors Lane**
- **Made steering repairs to the Building Inspector's Vehicle**
- **Replaced brake light bulb on Police Cruiser**
- **Removed a large pile of gravel from E 5<sup>th</sup> Street**
- **Assisted the Sewer Company with excavating a new pad at Station 7 by using concrete, brick, and blacktop millings fill from the Deanville Property**
- **Assisted Building Inspector with tacking down tin roof on house on Cliff Street**
- **Used the bucket truck to cut the power/communication lines from Water Street to North River for removal of the old Dixie Club**
- **Assisted with traffic control on North River for removal of the old Dixie Club**
- **Jetted out drain in front of TALA and found a pipe installment from years ago had failed leading to the long-time issue of water ponding at the drop inlet location. We used the Jet truck to hydro-excavate the area safely and replaced the failed joint of pipe by installing a drop inlet in and running 8-inch ADS pipe to the outlet basin**
- **We excavated a sink hole in the alley behind Locust Avenue and found the drain pipe to be in perfect condition. Therefor the reason of the sink hole led us to believe that backfill failure was the issue do to improper back fill material. We backfilled with the appropriate size stone and soil and compacted as we built it back up to grade and proceeded to grade the area then seeded and strawed**
- **Assisted the Sewer Company with line and manhole work in the area of Mound Avenue and Nutter Court**
- **Installed soak pads at an oil spill on Pratt Street**
- **Assisted Sewer Company with repairing collapsed sewer line on Bailey Avenue**
- **The Sewer Company assisted us with repairing a 6-inch terra cotta storm drain pipe that was collapsed on Jackson Street**
- **Swept up broken glass along Water Street**
- **Cleaned sidewalk along Mound Avenue with the Jet Truck**

- Water Flowers Daily
- Trash Duty Weekly
- Street Department property mowing and weedeating every other week usually

**Blacktop tonnage for May: roughly 30 ton**

**Lines and Basins Cleaned with Jetter/Vac Truck**

1. **Jackson Street (244 Feet)**
2. **Fall Street (273 Feet)**
3. **Olive Street (72 Feet)**
4. **Burnside Avenue (170 Feet) (New line has been installed)**
5. **W 6<sup>th</sup> Street (118 Feet) (Still working on possible collapse drain issue)**
6. **Brooke Street (30 Feet)**
7. **Lynn Avenue (189 Feet)**
8. **Depot Street (40 Feet)**
9. **Spring Street (77 Feet) (Scheduled to locate blockage in line)**
10. **Monroe Avenue (110 Feet)**
11. **DOH 19 South in front of Grace Street (Basins cleaned to bottom)**
12. **DOH 33 West in front of Mountaineer Mart and Kuntz Drive (Basins Cleaned, Line clear going across 33 West (43 Feet), Line to creek has blockage roughly 4 feet in)**
13. **Mid Avenue/11<sup>th</sup> Street intersection (135 Feet)**
14. **George Street (22 Feet)**
15. **Peggy Street (Basin Cleaned at intersection of Peggy and Spring)**
16. **Mid Avenue/Basin at slip location (17 Feet)**
17. **State Street (69 Feet)**
18. **South River Avenue (17 Feet) (Line has been repaired)**
19. **Mound Avenue (60 Feet)**
20. **Loftus Street (20 Feet)**
21. **Minden Street (422 Feet)**
22. **Bailey Avenue (2 Sewer Manholes cleaned out)**
23. **19 South/Grace Street (1 Manhole cleaned out)**
24. **Nutter Court/Mound Avenue (1 Manhole cleaned out)**



# WESTON POLICE DEPARTMENT

## Law Total Incident Report, by Date, Nature

Date: 05/01/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint Parking	1
Traffic Stop	1
Animal Problem	1
<b>Total Incidents for This Date</b>	<b>3</b>

Date: 05/02/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
<b>Total Incidents for This Date</b>	<b>1</b>

Date: 05/03/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Pers	1
Traffic Stop	1
MVC/Motor Veh Crash	1
Motorist Asstist	2
Assault	1
Animal Problem	1
Speak To Officer	2
Complaint	1
<b>Total Incidents for This Date</b>	<b>10</b>

Date: 05/04/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Intoxicated Subject	1
Information	1
Traffic Stop	1
Dispute	1
Roadway Obstruction	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 05/05/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
B&E Non-Active	1
Larceny	1
Investigation	1
Abandoned Child	1

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Wanted Person	1
Alarm Investigation	1
Reckless Driver	1
Speak To Officer	1
Alarm Investigation	1
Welfare Check	1
<b>Total Incidents for This Date</b>	<b>10</b>

---

Date: 05/07/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Welfare Check	1
Suspicious Pers	1
Shoplifting	1
Irate Subject	1
<b>Total Incidents for This Date</b>	<b>4</b>

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Date: 05/08/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
B&E Active	1
Reckless Driver	1
<b>Total Incidents for This Date</b>	<b>2</b>

---

Date: 05/09/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Welfare Check	1
Stolen Property	1
DVP/Violation	1
Investigation	1
Abandoned Child	1
MVC/Motor Veh Crash	1
Harassment	1
Alarm Investigation	1
Animal Problem	1
<b>Total Incidents for This Date</b>	<b>10</b>

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Date: 05/10/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Indecent Exposure	1
Welfare Check	1
Wrong Way Driver	1
Remove Person	1
Traffic Stop	2

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<u>Nature of Incident</u>	<u>Total Incidents</u>
B&E Non-Active	1
Stolen Vehicle	1
Welfare Check	1
Altercation	1
Illegal Burning	1
Welfare Check	1
<b>Total Incidents for This Date</b>	<b>13</b>

Date: 05/11/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Speak To Officer	1
Traffic Stop	1
Remove Person	1
Runaway	1
Speak To Officer	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 05/12/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Unsecured Load	1
Traffic Stop	1
Reckless Driver	1
Animal Problem	1
Speak To Officer	1
Domestic	1
Property Damage	1
Suspicious Pers	1
Welfare Check	1
Reckless Driver	1
<b>Total Incidents for This Date</b>	<b>10</b>

Date: 05/13/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Unruly Person	1
Dispute	2
Traffic Stop	1
<b>Total Incidents for This Date</b>	<b>4</b>

Date: 05/14/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Road Rage	1
Speak To Officer	1
Complaint Firework	1
Welfare Check	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Shots Fired	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 05/15/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Destruction of Property	1
B&E Non-Active	1
Unruly Person	1
Traffic Stop	1
MVC/Motor Veh Crash	1
Traffic Stop	2
<b>Total Incidents for This Date</b>	<b>7</b>

Date: 05/16/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Welfare Check	1
Destruction of Property	1
Trespassing	1
Threats	1
<b>Total Incidents for This Date</b>	<b>4</b>

Date: 05/17/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Irate Subject	1
Traffic Stop	2
DOA/DOS	1
Welfare Check	2
Remove Person	1
Animal Problem	1
Suspicious Pers	1
<b>Total Incidents for This Date</b>	<b>9</b>

Date: 05/18/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Subject In Custody	1
MVC/Motor Veh Crash	1
Larceny	1
Complaint	1
Property Damage	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 05/19/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alarm Investigation	1
Stolen Property	1
Roadway Obstruction	1
Complaint	1
Traffic Stop	1
Illegal Vehicle	1
MVC/Motor Veh Crash	1
Traffic Stop	1
Welfare Check	1
MVC/Motor Veh Crash	1
Dispute	1
Suspicious Pers	1
<b>Total Incidents for This Date</b>	<b>12</b>

Date: 05/20/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
B&E Non-Active	1
<b>Total Incidents for This Date</b>	<b>1</b>

Date: 05/21/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Missing Person	1
DVP/Violation	1
Trespassing	1
Reckless Driver	1
Traffic Stop	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 05/22/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Cruelty	1
Stolen Property	1
Illegal Burning	1
Alarm Investigation	1
Complaint Drug	1
Investigation	1
Domestic Active	2
<b>Total Incidents for This Date</b>	<b>8</b>

Date: 05/23/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	2
Complaint Parking	1
Complaint	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	1
Leaving The Scene	1
Suspicious Pers	1
Intoxicated Subject	1
Welfare Check	2
B&E Non-Active	1
<b>Total Incidents for This Date</b>	<b>11</b>

Date: 05/24/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	1
Traffic Stop	1
Welfare Check	1
Reckless Driver	1
Welfare Check	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 05/25/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Pers	1
Illegal Burning	1
MVC/Motor Veh Crash	1
Investigation	1
<b>Total Incidents for This Date</b>	<b>4</b>

Date: 05/26/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
Animal Problem	1
Traffic Stop	3
Complaint	1
B&E Non-Active	1
Stolen Property	1
Traffic Stop	1
Mental Health Issues	1
Animal Problem	1
<b>Total Incidents for This Date</b>	<b>11</b>

Date: 05/27/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Suspicious	1
<b>Total Incidents for This Date</b>	<b>2</b>

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**Date:** 05/28/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
<b>Total Incidents for This Date</b>	<b>1</b>

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**Date:** 05/29/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Suspicious Pers	1
Motorist Asstist	1
Welfare Check	1
Complaint Firework	1
Complaint	1
Assist Other Agency	1
<b>Total Incidents for This Date</b>	<b>7</b>

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**Date:** 05/30/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Problem	1
<b>Total Incidents for This Date</b>	<b>1</b>

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Total reported: 175

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**Report Includes:**

All dates between `00:00:01 05/01/23` and `00:00:59 05/31/23`, All agencies matching `WPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

**CRASH REPORTS FOR MAY 2023**

Report Number	Address	Date Of Crash
23W-00883		5/3/2023 0:00
23W-00918	Arch Street & State Street	5/9/2023 0:00
23W-00963	East 2nd Street & Water Street	5/15/2023 0:00
23W-00980	Mound Avenue & West 2nd Street	5/18/2023 0:00
23W-00990	102 West 2nd Street	5/19/2023 0:00
23W-01021	East 2nd Street	5/24/2023 0:00
23W-01015	East 4th Street & Court Avenue	5/23/2023 0:00
23W-00993	Berlin Road & McQuire Park Road	5/19/2023 0:00
23W-1028	East 4th Street & North Main Avenue	5/25/2023 0:00

TRAFFIC WARNING CITATIONS MAY 2023

Report Number	Address	Incident Date
2.10102E+14	201 Main Avenue	5/3/2023 8:04
2.10102E+14	201 Main Avenue	5/4/2023 14:52
2.10102E+14	117-121 Center Avenue	5/9/2023 15:26
2.10102E+14	117-121 Center Avenue	5/10/2023 9:51
2.10102E+14		5/10/2023 15:10
2.10102E+14	415-450 East 3rd Street	5/10/2023 15:22
2.10102E+14	117-121 Center Avenue	5/11/2023 13:54
2.10102E+14	102 West 2nd Street	5/12/2023 10:04
2.10102E+14	201 Main Avenue	5/12/2023 10:27
2.10102E+14	415-450 East 3rd Street	5/12/2023 11:41
2.10102E+14	7-99 South Main Avenue	5/16/2023 13:27
2.10102E+14	301-309 East 6th Street	5/17/2023 6:28
2.10102E+14	101-534 Berlin Road	5/17/2023 13:01
2.10102E+14	102 West 2nd Street	5/19/2023 10:51
2.10102E+14	200-257 North River Avenue	5/23/2023 9:06
2.10102E+14	102 West 2nd Street	5/23/2023 12:39
2.10102E+14	402 Medical Park Drive	5/23/2023 15:10
2.10102E+14	7-99 South Main Avenue	5/24/2023 12:04
2.10102E+14	7-99 South Main Avenue	5/26/2023 12:10
2.10102E+14		5/29/2023 11:39

**TRAFFIC CITATIONS MAY 2023**

Report Number	Address	Incident Date
2.10102E+14	117-121 Center Avenue	5/2/2023 9:07
2.10102E+14	101-255 Gee Lick Road	5/3/2023 9:34
2.10102E+14	301-309 East 6th Street	5/17/2023 6:51
2.10102E+14	102 West 2nd Street	5/19/2023 15:12
2.10102E+14	201 Main Avenue	5/26/2023 12:18
2.10102E+14	137-237 North Main Avenue	5/26/2023 12:29
100-3346173	Berlin road	5/1/2023
100-3346216	Court Avenue	5/15/2023
100-3346215	Water Street	5/15/2023
100-3346174	Berlin road	5/26/2023
100-3346175	Berlin road	5/26/2023
100-2411777	West 2nd Street	5/17/2023 Dog at large



**WESTON FIRE DEPARTMENT**  
 REPORT FOR THE MONTH OF  
 April 2023  
 "On the job 'til the job is done"



TOTAL CALLS
TOTAL MEETINGS & DRILLS
TOTAL CALLS INSIDE THE CITY
TOTAL CALLS OUTSIDE THE CITY

85
5
66
13

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TOTAL MUTUAL-AID CALLS
ASSISTS TO JACKSONS MILL
ASSISTS TO JANE LEW
ASSISTS TO MIDWAY
ASSISTS TO PRICETOWN
ASSISTS TO WALKERSVILLE
ASSISTS TO THE SQUAD

6
0
1
0
2
0
47

FROM

0
2
0
4
0
0

OUT OF COUNTY CALLS
PAID MAN LEFT THE CITY
TOTAL MILES
TOTAL APPARATUS HOURS
TOTAL MAN HOURS
TOTAL LOSS IN THE CITY
TOTAL LOSS OUTSIDE THE CITY
BURNING PERMITS ISSUED
MVC'S INSIDE THE CITY
MVC'S OUTSIDE THE CITY
WORKING STRUCTURE FIRES
WORKING AUTO FIRES
WORKING BRUSH FIRES
WORKING FIRES, OTHER

0
2
484
40
170
\$0
\$0
60
9
8
0
1
0
0

SAVED
SAVED

\$0
\$0

**ADDITIONAL REMARKS**

Attended fire dept meetings and drills  
 Attended Firefighters Association meeting  
 Worked on AC on city engine and county engine | |  
 Blew tire on city Engine had to replace all 4  
 Worked on equipment for new city and county engine due to be delivered end of June  
 Equipment quotes attached for approval to finishing equipping new truck and replacing older rescue equipm

Weston fire dept

Copy of Fire and EMS Combined List by Incident Num

Alarm Date Between {05/01/2023} And {05/31/2023}  
and District = "1A "

Incident	Type	Date	Location	Description
23-0000393-0	FIRE	05/01/2023	237 Circle Heights	Smoke scare, odor of smoke
23-0000394-0	FIRE	05/01/2023	100 MM Interstate 79 /N.B.	Motor Vehicle Accident with
23-0000395-0	FIRE	05/01/2023	358 Court AVE /Robert L. Bland MS	Alarm system activation, no
23-0000398-0	FIRE	05/02/2023	124 E 1st ST /705	Medical assist, assist EMS
23-0000399-0	FIRE	05/02/2023	251 W 2nd ST	Medical assist, assist EMS
23-0000400-0	FIRE	05/02/2023	736 Craig ST	Medical assist, assist EMS
23-0000401-0	FIRE	05/03/2023	Gee Lick RD & Fall ST	Motor Vehicle Accident with
23-0000402-0	FIRE	05/03/2023	621 N River AVE	Public service assistance,
23-0000404-0	FIRE	05/03/2023	561 Broad ST	Medical assist, assist EMS
23-0000405-0	FIRE	05/03/2023	413 Center AVE	Medical assist, assist EMS
23-0000406-0	FIRE	05/04/2023	124 E 1st ST	Medical assist, assist EMS
23-0000408-0	FIRE	05/05/2023	385 W 2nd ST	Medical assist, assist EMS
23-0000409-0	FIRE	05/05/2023	346 Mid AVE	Medical assist, assist EMS
23-0000410-0	FIRE	05/06/2023	734 W 2nd ST	Medical assist, assist EMS
23-0000412-0	FIRE	05/06/2023	124 E 1st ST /607	Medical assist, assist EMS
23-0000413-0	FIRE	05/06/2023	US Highway 33 E & Market Place Mall	Dispatched & cancelled en
23-0000415-0	FIRE	05/07/2023	306 Center AVE /GO-MART	Medical assist, assist EMS
23-0000417-0	FIRE	05/07/2023	124 E 1st ST /Criss Manor/601	Medical assist, assist EMS
23-0000418-0	FIRE	05/08/2023	45 Hope Station /Valley Chapel	Medical assist, assist EMS
23-0000422-0	FIRE	05/10/2023	503 Charles ST	Medical assist, assist EMS
23-0000424-0	FIRE	05/11/2023	397 Monroe AVE.	Medical assist, assist EMS
23-0000425-0	FIRE	05/12/2023	17 Main AVE /Moose Lodge	Medical assist, assist EMS
23-0000426-0	FIRE	05/13/2023	330 Mid AVE	Medical assist, assist EMS
23-0000427-0	FIRE	05/13/2023	98 MM Interstate 79	Motor Vehicle Accident with
23-0000429-0	FIRE	05/13/2023	401 John ST /605	Dispatched & cancelled en
23-0000431-0	FIRE	05/13/2023	148 W 2nd ST /A	Medical assist, assist EMS
23-0000432-0	FIRE	05/13/2023	103 Court AVE	Medical assist, assist EMS
23-0000433-0	FIRE	05/14/2023	815 W 2nd ST	Motor Vehicle Accident with
23-0000434-0	FIRE	05/15/2023	193 Summit ST	Medical assist, assist EMS
23-0000436-0	FIRE	05/15/2023	E 2nd ST E & Water ST	Motor Vehicle Accident with
23-0000438-0	FIRE	05/17/2023	284 S River AVE	Medical assist, assist EMS
23-0000439-0	FIRE	05/17/2023	241 Cottage AVE	Medical assist, assist EMS
23-0000441-0	FIRE	05/18/2023	124 E 1st ST /504	Medical assist, assist EMS
23-0000442-0	FIRE	05/18/2023	466 Broad ST	Medical assist, assist EMS
23-0000443-0	FIRE	05/18/2023	240 Court AVE	Medical assist, assist EMS
23-0000444-0	FIRE	05/19/2023	331 Wright ST	Medical assist, assist EMS
23-0000445-0	FIRE	05/19/2023	151 Water ST /D	Medical assist, assist EMS

Weston fire dept

Copy of Fire and EMS Combined List by Incident Num

Alarm Date Between {05/01/2023} And {05/31/2023}  
and District = "1A "

Incident	Type	Date	Location	Description
23-0000446-0	FIRE	05/19/2023	151 Water ST /D	Medical assist, assist EMS
23-0000447-0	FIRE	05/20/2023	290 Rada AVE	Medical assist, assist EMS
23-0000448-0	FIRE	05/20/2023	528 Main AVE	Medical assist, assist EMS
23-0000449-0	FIRE	05/20/2023	401 John ST	Smoke detector activation,
23-0000450-0	FIRE	05/20/2023	401 John ST	Alarm system activation, no
23-0000451-0	FIRE	05/20/2023	124 E 1st ST	Medical assist, assist EMS
23-0000453-0	FIRE	05/22/2023	330 Mid AVE	Medical assist, assist EMS
23-0000454-0	FIRE	05/22/2023	211 W 7th ST	Unauthorized burning
23-0000456-0	FIRE	05/23/2023	2021 US Highway 33 E	Extrication of victim(s)
23-0000457-0	FIRE	05/23/2023	709 W 2nd ST	Unauthorized burning
23-0000458-0	FIRE	05/24/2023	25 Garton PLZ /Dr. Pearson's Office	Medical assist, assist EMS
23-0000459-0	FIRE	05/24/2023	650 Craig ST /Weston Commons/101	Medical assist, assist EMS
23-0000460-0	FIRE	05/24/2023	846 US Highway 33 E	Medical assist, assist EMS
23-0000461-0	FIRE	05/24/2023	124 E 1st ST /Criss Manor/607	Medical assist, assist EMS
23-0000462-0	FIRE	05/25/2023	402 Main AVE	Motor vehicle accident with
23-0000463-0	FIRE	05/26/2023	401 John ST	Motor Vehicle Accident with
23-0000464-0	FIRE	05/26/2023	112 McGary AVE	Public service assistance,
23-0000465-0	FIRE	05/26/2023	650 Craig ST /307	Medical assist, assist EMS
23-0000467-0	FIRE	05/26/2023	650 Craig ST /307	Medical assist, assist EMS
23-0000468-0	FIRE	05/27/2023	650 Craig ST /307	Medical assist, assist EMS
23-0000469-0	FIRE	05/28/2023	110 Berlin RD /Wal-Mart Fuel Center	Dispatched & cancelled en
23-0000470-0	FIRE	05/28/2023	US Highway 33 E & MM Interstate 79	Motor Vehicle Accident with
23-0000471-0	FIRE	05/28/2023	322 Broad ST	Medical assist, assist EMS
23-0000472-0	FIRE	05/29/2023	124 E 1st ST /Lobby	Medical assist, assist EMS
23-0000473-0	FIRE	05/29/2023	60 Alum AVE	Medical assist, assist EMS
23-0000474-0	FIRE	05/30/2023	142 Main AVE /21	Medical assist, assist EMS
23-0000476-0	FIRE	05/31/2023	290 Rada AVE	Medical assist, assist EMS
23-0000477-0	FIRE	05/31/2023	124 E 1st ST /Criss Manor	Medical assist, assist EMS
23-0000478-0	FIRE	05/31/2023	914 Cemetery ST /1	Medical assist, assist EMS

Total Incident Count 66

Weston fire dept

Copy of Fire and EMS Combined List by Incident Num

Alarm Date Between {05/01/2023} And {05/31/2023}  
and District = "1B "

<b>Incident</b>	<b>Type</b>	<b>Date</b>	<b>Location</b>	<b>Description</b>
23-0000396-0	FIRE	05/01/2023	84 MM Interstate 79 /N.B.	Motor Vehicle Accident with
23-0000397-0	FIRE	05/02/2023	88 MM Interstate 79	Motor vehicle accident with
23-0000403-0	FIRE	05/03/2023	89 MM Interstate 79	Motor Vehicle Accident with
23-0000407-0	FIRE	05/04/2023	2010 Berlin RD	Motor Vehicle Accident with
23-0000411-0	FIRE	05/06/2023	1134 Old Mill RD	Motor Vehicle Accident with
23-0000414-0	FIRE	05/07/2023	648 Middle Run RD	Medical assist, assist EMS
23-0000416-0	FIRE	05/07/2023	648 Middle Run RD	Medical assist, assist EMS
23-0000421-0	FIRE	05/09/2023	Middle Run RD & Minuteman DR	Public service assistance,
23-0000428-0	FIRE	05/13/2023	86 MM Interstate 79 /N.B.	Motor Vehicle Accident with
23-0000430-0	FIRE	05/13/2023	90 MM Interstate 79 /N.B.	Motor Vehicle Accident with
23-0000440-0	FIRE	05/18/2023	92.5 MM Interstate 79	Dispatched & cancelled en
23-0000455-0	FIRE	05/22/2023	58 Bendale RD	Overheated motor
23-0000475-0	FIRE	05/31/2023	US Highway 33 E & Georgetown RD	Motor Vehicle Accident with

**Total Incident Count      13**

Weston fire dept

Aid Responses by Department (Summary)

Alarm Date Between {05/01/2023} And {05/31/2023}

Type of Aid	Count
<b>2 Jane Lew Volunteer Fire Department</b>	
Automatic aid received	2
Automatic aid given	1
	<hr/>
	3
<b>3 Pricetown Volunteer Fire Department</b>	
Automatic aid received	4
Automatic aid given	2
	<hr/>
	6
<b>8 Lewis County Emergency Ambulance Authority</b>	
Mutual aid given	1
Automatic aid given	46
	<hr/>
	47

Weston fire dept

Incident Type Report (Summary)

Alarm Date Between {05/01/2023} And {05/31/2023}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
131 Passenger vehicle fire	1	1.16%	\$0	0.00%
	<u>1</u>	<u>1.16%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
311 Medical assist, assist EMS crew	48	55.81%	\$0	0.00%
322 Motor vehicle accident with injuries	3	3.48%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	15	17.44%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	1.16%	\$0	0.00%
	<u>67</u>	<u>77.90%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	1.16%	\$0	0.00%
442 Overheated motor	1	1.16%	\$0	0.00%
	<u>2</u>	<u>2.32%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
550 Public service assistance, Other	3	3.48%	\$0	0.00%
561 Unauthorized burning	2	2.32%	\$0	0.00%
	<u>5</u>	<u>5.81%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	7	8.13%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.16%	\$0	0.00%
	<u>8</u>	<u>9.30%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
743 Smoke detector activation, no fire -	1	1.16%	\$0	0.00%
745 Alarm system activation, no fire -	2	2.32%	\$0	0.00%
	<u>3</u>	<u>3.48%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 86

Total Est Loss: \$0



**MARTY LEWIS**  
**CODE ENFORCEMENT**  
**MAY 2023**

**VIOLATIONS**

**22**

**CITIZEN CONCERNS**

**10**

**WARD I- 6**

**WARD II - 1**

**WARD III- 2**

**WARD IV- 1**

**BUILDING PERMITS**

**13**

**DEMOLITIONS**

**2**

- 1. COMPLETED 2 DEMOLITIONS.**
- 2. HAD ABANDON VEHICLES TOWED.**
- 3. BID OUT MORE DEMOLITIONS.**
- 4. REMOVED TRANSIENTS FROM VACANT PROPERTIES & LOTS WITH POLICE DEPT.**
- 5. WE HAD 2 DOGS PICKED UP BY ANIMAL CONTROL WITH POLICE.**
- 6. BID OUT MORE DEMOLITIONS.**
- 7. COMPLETED NON-COMPLIANT MOWING.**
- 8. CLEANED UP TRASH WITH STREET DEPART. AT 227 ARCH ST.**



## Business License Report

For the Month of

May 2023

<u>Name</u>	<u>Occupation</u>	<u>Date</u>
The McLaughlin Project David McLaughlin II 7 Morris Street Glenville, WV 26351 304-299-3749	All Other (Painter)	5-4-2023
RKN Property Management Robert Novak 880 Mudlick Road Weston, WV 26452 304-997-9593	All Other	5-4-2023
All Service Realty Inc. Nancy Furby 5923 Main Street Jane Lew, WV 26378	Real Estate Broker	5-11-2023
Smalls Seal Coating & Patching Herl Smith 6 Hyres Dr. 101 French Creek, WV 26218	All Other	5-15-2023
Tanner "The Education Man" Nappe 660-624-1072	All Other	5-23-2023
Wright Roofing 2223 Kesling Ridge Rd Buckhannon, WV 26201	New Contractor	5-31-2023

**VACATION BENEFITS (PAID ANNUAL LEAVE)**

All permanent full-time employees shall be granted eighty (80) hours of vacation per year after completing twelve (12) months of service with the City. These hours will be credited on the employee's anniversary hire date. After 2 years of continuous service with the City, full-time employees shall earn one hundred and twenty hours (120) of vacation per year, and those hours will be credited on [the 2-year service anniversary](#). After 5 years of continuous service with the City, full-time employees shall earn one hundred and sixty hours (160) hours of vacation per year, which is the maximum [amount one can earn annually](#), and will be credited on their 5 year service anniversary. [This policy shall go in effect retroactively from the effective date of this original policy of October 2020.](#) Part-time and temporary employees are not eligible for paid annual leave.

[No employee shall have more than 200 hours of regular vacation time banked at one time.](#)

[Employees that fulfill critical needs in times of employment shortages, as determined by the Common Council, may submit a request in writing to the City Manager to be approved by the Common Council requesting their vacation be paid out due to the lack of coverage for their roles.](#)

[Employees hired prior to October 5, 2022, shall have any vacation time unused or unpaid vacation leave prior to the October 5<sup>th</sup> employee handbook update credited to them in a separate vacation leave account. This leave shall not accrue any further but may be used in the same manner as other vacation leave. If a balance remains upon the employees end of in employment this leave shall be payable.](#)

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Vacation days may not be taken in segments of less than one-half (1/2) day unless approved by your supervisor. Employees must request advance approval for use of vacation days from their supervisor. Requests will be reviewed based on a number of factors, including seniority, department needs and staffing requirements. Employees with accrued, but unused vacation time at the end of the calendar year may be paid up to 40 hours at their regular rate of pay for their unused vacation time or may elect to carry over up to forty hours of unused vacation time into the next calendar year. Any hours over 40 will be forfeited and do not have any cash value.

Employees must put their elections relating to unused vacation time (meaning whether they want a cash payment or to carry over any eligible unused time) in writing and submit their election to the City Manager by December 31 of the calendar year in which the vacation days were accrued.

Unused vacation time [\(except for unused time earned prior to 10/5/2022\)](#) will not be paid to the employee upon separation from employment regardless of whether the City or the employee terminates the employment relationship.

Should an employee require a leave of absence not covered by this or other policies, the employee may submit a request in writing, to the Common Council, for consideration. Similarly, should an employee wish to take more than 80 hours of vacation time consecutively, he/she must seek approval from the Common Council. A leave request form may be obtained from the City Manager.

**Penalties for Failure to Appear in Weston Municipal Court**

WHEREAS, the City of Weston has determined that the Weston Police Department and Weston Building Code Department and other enforcement agencies of the City of Weston observe violations of Weston City laws and ordinances;

WHEREAS, the Weston Police Department, Weston Building Code Department, and other enforcement agencies of the City of Weston write tickets/citations for these violations;

WHEREAS, these tickets are intended to be the "notice" for the alleged violator to "appear" in front of the Court to determine the disposition of the alleged violation;

WHEREAS, the date for appearance is written on the ticket;

WHEREAS, some proportion of these alleged violators do not "show up" or otherwise make an appearance in front of the Court by the date written on the ticket;

WHEREAS, the failure of these alleged violators to appear in front of the Court flaunts the integrity and legitimacy of the Weston Municipal Court;

WHEREAS, the failure of these alleged violators to appear in front of the Court has resulted in the City of Weston being unable to provide dispositions to these cases;

WHEREAS, the City of Weston now intends to provide for the Weston Municipal Court to become more proactive in causing alleged violators to make an appearance in front of the Court

Pursuant to these reasons, the City of Weston enacts the following:

- A) A person who shall receive a ticket through the City of Weston (i.e. alleged violator), whether it be through a Police Officer, Building Code Official, or other authorized personnel, that person is expected to make an appearance in front of the Weston Municipal Court.
- B) An alleged violator shall make an appearance by the date indicated on the ticket (i.e. this will be known as the Appearance Date).
- C) Making an appearance involves contacting the Weston Municipal Court Clerk at 304-269-6141 on, or before, the appearance date noted on the ticket; only after an alleged violator makes an appearance will the Weston Municipal Court Clerk then set a hearing date for the alleged violator to contest the ticket or take payments on the ticket (whichever route the alleged violator wants to take).
- D) In an effort to encourage appearing, an alleged violator will have two opportunities to make an appearance prior to the Weston Municipal Court issuing a warrant(s) for the appearance of the alleged violator:

- 1) the date on the ticket is the first opportunity;

2) if the alleged violator does not show by the date of the ticket, the Weston Municipal Clerk shall issue a 10-day notice letter in which the alleged violator shall have 10 days from the date of the ticket to appear (i.e. this is the second opportunity)

- E) In the event that an alleged violator does not make an appearance pursuant to the ticket date or to the 10-day letter date or otherwise fails to attend relevant Court proceedings, the Weston Municipal Court is granted the authority to issue whatever warrants or procedures are necessary to cause the alleged violator to be brought before the Weston Municipal Court Judge.
- F) If any particular warrant is issued, the alleged violator is then also subject to any penalties or costs associated with the issuance and execution of said warrant;
- G) The Weston Municipal Court is authorized to issue any bond the Court deems necessary to ensure the appearance of an alleged violator; in no case shall a bond be greater than \$1,000 unless any alleged damages are greater than \$1,000, in which case, the bond shall not be more than the alleged damages;
- H) The Weston Municipal Court judge shall have discretion in how much time the alleged violator has in producing payment for the bond;
- I) Bond payments shall be made in cash deposit, or by any corporate surety company authorized to do business in West Virginia, or by two private persons who individually own real property within Lewis County, or any other bond payment forms accepted by the Courts of West Virginia;
- J) In the event that an alleged violator cannot post the bond issued by the Weston Municipal Court, the Weston Municipal Court is authorized to use its discretion in determining how to proceed, including, but not limited to, incarcerating the alleged violator for a time not to exceed 30 days;
- K) Any Court appearance can be satisfied by an attorney representing the alleged violator;
- L) If any of these rules conflict with rules of the Courts of West Virginia, then the rules of the Courts of West Virginia shall apply
- M) In conjunction with these rules, the Weston Municipal Court shall have all powers and authorities given to it by West Virginia State Code

If a court of competent jurisdiction finds any portion of this ordinance to be unconstitutional or otherwise defective, then the remaining portions of this ordinance shall remain in full effect

First Reading 5-1-2023 Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

Ordinance 2023- 11

**Ordinance Related to Nuisance Dogs That Creates a Separate Fee Schedule Within the City's On-Site Citation Program**

WHEREAS, the City Council has determined that barking dogs continue to rise to the level of being a public nuisance;

WHEREAS, the City Council has determined that the barking and aggressive behavior of some dogs poses additional threats to the peace of the public and the surrounding neighbors and neighborhood;

WHEREAS, the City Council wishes to increase the fine schedule that apply to owners that allow their dogs to become, or continue to be, a public nuisance;

THEREFORE, the City Council enacts the following fine schedule that applies only to person(s) found to be keeping, harboring, or otherwise allowing a dog to be a public nuisance:

1<sup>st</sup> Offense: \$250-\$500 fine (at the discretion of the Weston Municipal Court)

2<sup>nd</sup> Offense: \$501-\$750 fine and/or imprisonment not to exceed seven (7) days (the fine and imprisonment time shall be at the discretion of the Weston Municipal Court)

3<sup>rd</sup> Offense: \$751-\$1,000 fine and/or imprisonment not to exceed fifteen (15) days (the fine and imprisonment time shall be at the discretion of the Weston Municipal Court)

4<sup>th</sup> Offense: mandatory \$1,000 fine and mandatory 15-30 day imprisonment and removal of dog from Owner's property to a location deemed appropriate by the Weston Municipal Court (the length of imprisonment shall be at the discretion of the Weston Municipal Court)

The fines and imprisonment time shall apply to all offenses that occur within a 12-month period of the first offense. The guilty party shall be responsible for all costs in removal of dog from Owner's property and the housing and care of the dog henceforth.

This fine schedule shall be used in conjunction with the On-Site Citation rules found in Ordinance 2022-07, which, at some point in the future, may be condensed into an updated version of the Weston City Code, at which point, this fee schedule shall be included in whatever Section of the Weston City Code houses the On-Site Citation program.

If a court of competent jurisdiction finds any portion of this ordinance to be unconstitutional or otherwise defective, then the remaining portions shall remain in full force

First Reading 5-1-2023

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

**Citizen Petition to Weston Municipal Court to Address Barking and Nuisance  
Dogs**

WHEREAS, the City of Weston has determined that barking dogs can be a nuisance to people;  
WHEREAS, it is difficult for City of Weston law enforcement to observe every instance of a dog barking;  
WHEREAS, citizens are more likely to observe various instances of a dog barking;  
WHEREAS, these citizens are more likely to be annoyed, threatened, or otherwise disproportionately bothered by the barking of dogs;  
WHEREAS, the City of Weston now enacts the following ordinance to better provide an avenue for affected citizens to seek a remedy for an alleged nuisance of a barking dog:

- A) A citizen affected by the nuisance of a barking dog may petition the Weston Municipal Court to hold a hearing on the merits of whether an alleged barking dog(s) is, in fact, a nuisance;
- B) Said petition shall include a short, concise statement explaining the situation and be signed by the affected citizen(s);
- C) Upon receipt of said petition, the Weston Municipal Court shall set a hearing date for said petition;
- D) The affected citizen(s) shall cause service of the petition to be made to the alleged offender;
- E) The Weston Municipal Court shall alert the Defendant through personal service or Certified Mail or other means of service acceptable per West Virginia Code that the Defendant has a petition filed against him/her and that a hearing has been set to hear the contentions of the parties;
- F) Both parties (petitioner as well as dog owner/controller) are expected to appear at all Court proceedings;
- G) In the event a party does not appear, the Court shall have the discretion to dispose of the case via dismissal or default judgment or other means of disposition;
- H) The parties may be represented by a lawyer;
- I) Parties may produce evidence such as witnesses or other evidence the Weston Municipal Court shall allow as relevant; the formal Rules of Evidence shall not apply in these proceedings;
- J) An appearance by a lawyer for a party shall be considered an appearance;
- K) The decision of the Weston Municipal Court may be appealed to any court of competent jurisdiction;

- L) An aggrieved party may appeal said decision within ten (10) days of the date of the decision;
- M) In the event that a guilty party does not appeal and then does not pay any fines ordered by the Municipal Court, the Weston Municipal Court shall have the authority to order the dog(s) at issue be removed from the owner's possession and placed in an animal shelter; the costs of obtaining and the costs of keeping the dog at the animal shelter shall be charged to the Owner of the dog(s);
- N) If the Weston Municipal Court orders a dog to be placed in an animal shelter, then the City of Weston is not responsible for the upkeep, release, or ultimate disposition of the dog;
- O) However, the Weston Municipal Court, under clear and convincing evidence provided by the Owner that the dog is no longer a nuisance, may order the dog returned to the Owner

The Fine Schedule for Defendants who are found guilty of having a nuisance dog as found by the Court shall be:

1<sup>st</sup> Offense: \$250-\$500 fine (at the discretion of the Weston Municipal Court)

2<sup>nd</sup> Offense: \$501-\$750 fine and/or imprisonment not to exceed seven (7) days (the fine and imprisonment time shall be determined at the discretion of the Weston Municipal Court)

3<sup>rd</sup> Offense: \$751-\$1,000 fine and/or imprisonment not to exceed fifteen (15) days (the fine and imprisonment time shall be determined at the discretion of the Weston Municipal Court)

4<sup>th</sup> Offense: mandatory \$1,000 fine and mandatory 15-30 day imprisonment and removal of dog from Owner's property to a location deemed appropriate by the Weston Municipal Court (the length of imprisonment shall be at the discretion of the Weston Municipal Court)

If a court of competent jurisdiction finds that any portion of this ordinance is unconstitutional or otherwise defective, then the remaining portions shall remain in full effect.

First Reading 5-1-2023

Second Reading \_\_\_\_\_

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Kim Harrison-Edwards, Mayor

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Judy Piercy, City Clerk

City of Weston Façade Grant Evaluation FY \_\_\_\_\_  
 Name of Property Owner: \_\_\_\_\_  
 Proposed Project: \_\_\_\_\_  
 Proposed Amount Requested: \_\_\_\_\_

Total Points: \_\_\_\_\_  
 Grant Number: \_\_\_\_\_

**Grant Scoring Matrix**

**Project Goals: 5 Points**

Goals not stated or unclear (0)	Some description but not enough detail (2)	Project well described with ability to execute outlined. (3-4)	Clearly developed project and execution that is likely to succeed as described. (5)
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**City Need: 10 Points**

There is little to no impact to the overall streetscape (0)	There is some impact to the streetscape, but the project will not sufficiently address the need. (1-4)	There is sufficient impact to the streetscape and neighborhood. (5-8)	This project will fulfill the streetscape improvement need and provide a value-add to area. (8-10)
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**Project Reach 10 Points**

This project will only impact those at the site location (1-2)	This project will reach the site of project and potentially the other neighbors. (3-5)	This project will reach the overall streetscape of the immediate area and project site. (5-7)	This project will reach across the entire city scape improvement as well as those in the immediate area. (8-10)
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**Timeline 5 Points**

There is no clear timeline or project, and it is not likely feasible. (0)	There is loose schedule, but it is not well outlined. (3-5)	Project has a proposed schedule and outlines tasks. (5-8)	The timeline is clearly defined and roles and duties are outlined 8-10)
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**Economic Development and Property Valuation 25 points**

This project will have some improvement on site specific value and little impact on economic development (0-6)	This project will have improvement on site and street specific property value and some economic development impact (6-12)	This project will have an improved impact on overall property values and the city's economic development. (13-19)	This project will have profound impact on overall property values and the cities economic development. (19-25)
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**Legacy & Sustainability 15 Points**

This project site does not show adequate impact on future upkeep or site sustainability. (1-3)	The project site mentions sustainability efforts but has no future plans or outline of future upkeep. (4-7)	This project site plans to implement sustainable development and has a plan for future upkeep. (8-11)	This project site has embraced sustainable development and has a well outlined plan for future upkeep. (12-15)
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**Beatification 15 Points**

This site project lacks overall beatification impact and may not provoke others to improve area. (1-3)	This site project shows some potential but will not have a widespread beatification impact to site or area. The site will have little influence on others improving nearby properties (4-7)	This site project will have some improvement to the project site and its surrounding area beatification. It will likely provoke others to improve properties. (8-11)	This site project will have a large impact on the overall beatification of the site location as well as the streetscape. This project is very likely to encourage others to make nearby improvements. (12-15)
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**Matching Funds 5 Points**

This site has not outlined ability to match funds. (0-1)	This site has mentioned it can meet match but not how (2-3)	This site has outlined that it has the full 50% match for this stie project and how. (3-4)	This site has above 50% match for project and will have a larger impact than funds provided from grant (5)
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**Historical Preservation/ Environmental / Cultural Impacts 10 Points**

This site will not impact a location that is of historic nature, will not have an overall environmental impact and the site is not of cultural importance. (1-2)	The site location will have impact in a historic district but is not of historic nature, cultural importance or environmental impact. (3-5)	This site will impact a historic property and district and may have some environmental and cultural impacts. (3-4)	This site location is of historic nature, will aide in historic preservation and is culturally important or has environmentally benefits to the community . 5)
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### **Application Process and Timeline:**

- To Apply for a Façade Improvement Grant, please fill out the grant application and return it to the City of Weston office by 4pm on the grant deadline date. All applications received after this time will not be accepted for that grant cycle.
- Applications will be considered only if they are filled out completely and include the following:
  - o Full description of the project
  - o Three bids from dated within 60 days of grant deadline if using contractors. If work is to be completed by the property owner, the independent bid sheet must be completed outlining full cost and source location.
  - o Specific details of what will be repaired, replaced, rehabbed, or improved.
  - o A minimum of three photos of the structure to be improved. One photo must include a full photo of the building from street view.
  - o A sketch or drawing showing proposed improvements, these do not need to be professional grade drawings.

The Review committee will review and score applications for compliance; awards will be selected within 30 days of the grant deadline.

Recipients may start improvements only after official grant award notification and signed grant contract has been completed and executed. No materials or work dated before the date of the signed contract will be reimbursed.

The grant shall reimburse up to 50% of the estimated total project cost, not to exceed the award amount. The city will pay its portion of the project cost once the building owner has paid its entire portion of the project cost.

Upon completion of Improvement project or at the time the refund request is made, the grant recipient will submit all invoices and proof of payment related to work completed. The city will perform an inspection to ensure the project has been completed as outlined and up to code.

Upon satisfactory completion the reimbursement will be made within 15 days.

### **Selection Criteria**

Applicants must submit a grant application form and required attachments. Incomplete applications will not be scored. Applications must agree to follow design and zoning guidelines. Those that do not follow these guidelines are not eligible for grant funding.

- Compliance with guidelines, eligible activities, and City of Weston Code.
- Improvements must impact the visual appeal of the building / appearance and attractiveness of the streetscape.
- Effectiveness of the ability upkeep long term maintenance on plan
- Degree of restoration or retention of the original character of the historic building

Due to limited funding, regulations and staffing limitations priority will be given to those who meet the following:

Private investment will be more than 50% of the project completion total.

Pre-application consultation conducted. Applicants must reach out to the HLC if they wish to have a consultation of their project.

Clear and detailed application that includes what the anticipated completed project vision will be and streetscape impact.

There will be more demand than funds available and funding will be awarded to those who receive the highest scores until grants are exhausted. The city reserves the right to deny funding to any applicant who does not comply with zoning or design guidelines. Should there be a lack of qualified applicants all the funding may not be awarded.

**Amendment**

Program guidelines and eligibility may be amended upon final approval of Weston City Council. All amendments to the program guidelines and eligibility shall be in accordance with all state and federal regulations, which may also include activities covered by this program.

DATE	ACTION
7/1/2023 TBD	Guidelines Released
7/15/2023	Application Released
9/1/2023	Award Notification Expected
9/15/2023	Project enter pre-approval phase – finalized approval, permits, signed contracts and match confirmation.
Month Day Year	Project completion deadline – draws must be submitted for reimbursement

**Eligible Areas:**

The map of eligible areas can be found in the design guidelines guide. Projects in the designated area will be the only projects considered for this facade grant application. If you are unsure if you qualify, please reach out to the eligibility staff before applying.



## Weston Historic Landmarks Commission

### Design Review Guidelines

Draft April 24, 2023

#### Introduction

The Weston Historic Landmarks Commission (HLC), tasked with protecting the historic integrity of the City of Weston through its multiple projects, provides herein a series of design guidelines for property owners who live within the two (2) downtown districts which are listed on the National Register of Historic Places (NRHP) and for properties which are individually listed on the NRHP. Homes within the two districts may be listed as pivotal, contributing, non-contributing, or intrusion. Copies of the two districts can be found here: [National-Register-of-Historic-Places-Weston-Downtown-Historic-District.pdf \(cityofwestonwv.com\)](#) and [National-Register-of-Historic-Places-Weston-Downtown-Residential-Historic-District.pdf \(cityofwestonwv.com\)](#). Properties in Weston which are listed individually can be reviewed at the National Park Service's National Register of Historic Places here: [National Register Database and Research - National Register of Historic Places \(U.S. National Park Service\) \(nps.gov\)](#).

These guidelines are in no way to be construed as implying limitations to property owners but are simply provided as information and suggestions for the types of repairs (exterior), renovations, restoration projects, or other changes to a property which has been deemed to be “contributing” to the historic nature of Weston’s historic districts. These guidelines do not replace, supplement, or in any way detract from zoning laws established by City Code. Please consult with the City of Weston’s Board of Zoning Appeals for any questions related to zoning issues. It is the hope of the HLC that working cooperatively with property owners within the city’s vital historic districts can help ensure additional decades of historic architectural cohesiveness which are so important to our town’s core properties. The HLC recommends that property owners - whether they are utilizing their property for residential, rental, or business purposes – consider these guidelines as they maintain their properties.

The HLC has drafted these guidelines to emphasize the importance of repairs and improvements which fall within the guidelines of the Secretary of the Interior's Standards for Rehabilitation. ([The Secretary of the Interior's Standards for Rehabilitation - Historic Preservation Tax Incentives \(U.S. National Park Service\) \(nps.gov\)](#) ). Moreover, HLC has taken into consideration



the types of buildings and architectural style found within its two historic districts. HLC hopes to encourage public participation in rehabilitation, which the Secretary of the Interior's Standards defines as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values." Because the properties listed within our two historic districts are integral to maintaining that coveted status, HLC recommends that property owners make every reasonable effort to maintain the historic nature of their properties. Preservation projects and HLC funding may choose properties which retain appropriate historic character and have embraced restoration over other types of replacement/repair which do not fall within the historic guidelines.

#### Weston Downtown Residential District

This historic district comprises 268 buildings and sites, located on portions of the following streets: Main, Center, Court, East First, East Third, East Fourth, East Fifth, and East Sixth Street. Within the Downtown Residential District, one property is presently listed independently on the National Register of Historic Places (the former Weston Colored School). The architectural styles of these properties include, but are not limited to, Late Victorian (both Queen Anne and Second Empire styles), Late 19<sup>th</sup>/Early 20<sup>th</sup> Century American (including both American Foursquare and Bungalow styles), and Colonial Revivals of the late 19<sup>th</sup>/early 20<sup>th</sup> Century. Within the 2004 residential listing of the district, there were 196 contributing and 71 non-contributing properties. Those properties which have been deemed as "contributing" to the historic nature of the district have both construction dates between the years 1839-1954 and have maintained their historic architectural integrity. Properties which are considered "non-contributing" were either constructed after 1954, or have been modified, renovated, or deteriorated in such a manner that they can no longer be considered historically consistent with the appropriate architectural style of their original construction.

In addition to buildings and homes, architectural components such as paved streets and roads, street lights, trees and landscaping (including lawns), sidewalks, fencing, and bridges have been considered as contributory to the overall historic ambiance of the downtown residential district.

Because there is a great deal of design cohesion and architectural integrity sustained within the Downtown Residential District, increasing public knowledge and city government investment in protecting those assets is integral to Weston's historic nature. Please note that, while this is a "residential" district, there are business properties located within and considered contributing to the district's historic nature. All property owners (whether residential or business) within the



district should consider design guidelines appropriate to the architectural nature of their structures.

### Weston Downtown Historic District

While some portions of this district overlap geographically with the Downtown Residential District, this listing comprises the city's primary downtown commercial area, which includes (but is not limited to) portions of Main, Center, and Court Avenue, and portions of Second and Third Streets. The district lies on the route of the historic Staunton-Parkersburg Turnpike (now U.S. Route 33), and contains a number of pivotal buildings – including the former B&O Railroad Depot/Weston Municipal Building, the Citizens Bank of Weston, the Camden Building/Weston National Bank, the Old Citizens Bank Building/Frank's Bakery, the Bennett House/former Exchange Bank of Virginia, the Fuccy-Koblegard Building (*note: the pivotal buildings in this district are under review for potential independent listings by HLC*). The Louis Bennett Library (which is part of the district) is also listed independently on the NRHP, as is the Transallegheeny Lunatic Asylum (which is not presently part of the district). These buildings, as well as the contributing, non-contributing, and intrusion properties in the commercial area, largely lay on the town lots which were laid out prior to 1820. The town's layout, as well as the architecture of its buildings, speak to the town's growth during the railroad and then subsequent oil and gas booms of nineteenth- and early twentieth-century West Virginia. The majority of the core buildings in the downtown area were constructed during Weston's high-growth period of 1875-1920. City leaders wisely adopted fire codes in 1889 (modeled after those of Chicago), protecting many of the vital brick structures in town. The uniformity of building styles and materials which resulted from this city governance contributed to the ongoing historic nature of the town.

### **Guidelines for Restoration, Repair, Improvements, of Properties within Historic Districts**

The guidelines set out herein apply to all existing structures with any Historic District in the city limits of Weston. The guidelines are intended for instructions, non-contributing, contributing, and pivotal properties. In addition to these general guidelines, the HLC will be happy to make recommendations should more specific design questions arise. HLC guidelines address only façades, and do not attempt to cover appropriate interior design or improvements on historic properties. HLC would encourage property owners to take into account the most cost-effective methods to retain architectural interiors of historic properties.

One of the first and best steps to maintaining good relationships between property owners and city governments is communication. HLC is committed to not only providing information to its residents, but to assist those residents with securing any necessary permits required for their property renovations, additions, or improvements. We encourage property owners (business and



residential) to make the HLC and their neighbors aware of construction projects, in order to avoid unnecessary misunderstandings. Working with the HLC can keep the dialogue open between residents and other city offices. Keep in mind that it remains the property owner's responsibility to ensure that all necessary permits have been obtained from appropriate city and/or county offices.

### **Residential Guidelines**

**Roofs:** Within Weston's Historic Districts, a number of styles of roof and roofing materials appear, including asphalt shingles and slate roofs. Because slate roofs are a significant architectural feature, retaining that style is preferred. When retaining a slate roof is not possible due to cost constraints, HLC would suggest adopting a color of roofing material which is similar to the pre-existing slate and is architecturally sympathetic.



It is recommended that roofing projects maintain the structure's original roofline, and all attempts be made to retain chimneys, windows, turrets, or other architectural features intact when re-roofing projects are undertaken. Other considerations which impact the rooflines of historic buildings include the installation of skylights and mechanical components. HLC would suggest avoiding adding these features where they will be visible on street-facing façades. Gutters are also integral features of rooflines, and consistency is important to maintaining architectural integrity. Structures with wooden gutters and/or cornices, or with copper gutter works are becoming increasingly rare in historic districts, and Weston's HLC encourages property owners



to maintain those elements, rather than replacing them with modern options. When gutters must be replaced with modern options, HLC would suggest retaining the gutter placement as practicable. Adding non-original elements to rooflines, such as wrought iron finials or other decorative design items, is not recommended, unless there is convincing evidence that the property originally utilized such features. These elements, if added to a property, should be in keeping with the common architectural style of the structure.



**Masonry:** In terms of façades, it is important to retain the use of material which would have been appropriate to the time of the structure's original construction. Exterior wall surfaces on public-facing sides of buildings within the historic district currently include stucco, brick, stone, wood siding, aluminum/vinyl siding, and other surfaces. Renovation/rehabilitation projects should make every effort to duplicate or maintain the original material and the original appearance of that material. Color, size of material, placement method, and overall texture should be closely matched to the existing structure, and should also be sympathetic with surrounding properties in order to not detract from the overall cohesive appearance of the district.

**Wood trim:** Like roofs, wood trim on historic buildings can add to the appearance and overall historic significance of the property. Proper maintenance (including painting) can help keep wood trim protected from the elements and extend its life. When conditions require the removal of wood trim, Weston's HLC would recommend limiting removal/replacement of the damaged section of wood trim and retaining original pieces which are not damaged. New replacement trim should be carefully matched with existing wood trim in color, size, and style. Adding wood trim



elements which are inconsistent with the original property and/or the time period of its construction is not recommended.



**Metal Trim:** Architectural metal features are rare in Weston’s historic district. Homes which include those features should be monitored to prevent water or debris from collecting in the crevices of metal architectural trim. Like wooden trim, if metal trim becomes damaged and must be replaced, HLC would recommend limiting removal/replacement of the damaged section of metal trim and retaining original pieces which are not damaged. New replacement trim should be carefully matched with existing trim in color, size, and style. Adding metal trim elements which are inconsistent with the original property and/or the time period of its construction is not recommended.

**Windows:** Proper window maintenance on historic homes can extend the life and efficiency of those important architectural features. There are certainly times when window replacement is necessary, but there are ways to maintain historic architectural integrity. It is strongly recommended by HLC that window replacement projects do not increase or decrease window size and do not eliminate or add windows to the structure. Replacing or repairing window sashes or trim should be done in a manner consistent with existing trim and in sympathetic consideration of the original structure. Adding elements such as window shutters should only be employed when such shutters were previously part of the original structure, and wooden shutters are preferred over aluminum or vinyl shutters. When installing storm windows is part of a window replacement or improvement project, HLC would advise against external storm windows on façades, preferring interior storm windows which do not detract from the overall historic appearance of the property.



**Doors:** It is always preferable to retain original historic doors, when practicable. When the original door must be replaced, it is preferable to attempt to match the original door in style (types/numbers of panels, trims, etc.), material, and color. Like window replacement, all effort should be made to retain the original size and placement of the door opening. For this reason, it is not appropriate to replace a double door with a single door. Storm doors, when used, should be of wood (rather than aluminum) construction, and should be sympathetic in style and color to the original structure and surrounding homes.

**Porches:** The majority of homes in Weston's historic districts were constructed during time periods where prominent front porches were not common. Adding such features is discouraged, unless there is evidence that such a feature was part of the original property.

**Steps:** When possible, it is recommended that the original approach to the home be retained, including the placement of steps into the structure. Replacing stone steps with concrete or wood is discouraged, but when it becomes necessary, utilizing the most historically appropriate and sympathetic construction is preferred.

**Lighting:** Adding or replacing exterior lighting can enhance the architectural aesthetics of a property, but care should be taken to utilize styles which are consistent with the original construction period and style of the home.

**Curbing, Walls, Fences, Trees:** Carefully planned landscaping can also enhance the architectural significance of a historic district. Adding permanent elements should be carefully considered in terms of appropriateness to the structure's original style, and should be consistent with the period of the home's original construction. Trees, shrubs, and plantings should not encroach on neighboring property, and should be regularly maintained. Elements on the property which enhance resident life are certainly encouraged, but keeping items such as decks, carports, storage sheds, and children's play equipment in areas away from the primary facade is preferred.

**Heating, Cooling, Other Mechanical/Utility:** If at all possible, utility features necessary for modern living should be located away from the primary structure facade (usually in the rear or on the side of property). As heating/cooling units are added, they should similarly be added to the rear or side, with special consideration given to the impact that condensation from such units might have on historic properties. It may be advisable to add small piping systems to remove condensation from window units away from the primary structure. The addition of solar panels or solar windows should be placed away from facade view, when possible.

**Paint Colors:** While the color of a home is entirely dependent on personal property owner taste, it is recommended that period-appropriate colors be considered. There are several available



sources for reviewing appropriate paint colors for historic homes and buildings. One of the first concerns for any homeowner is to determine the architectural design style and period of the structure, because guides for historic paint colors are based on the cultural, social, and technical norms of those periods. The National Trust for Historic Preservation partnered with Valspar to create a guide for historically appropriate paint colors for restoration of historic structures. Other paint companies have followed suit, including Sherwin-Williams, Benjamin Moore, and many more. The City of Weston and the Weston Historic Landmarks Commission do not endorse any particular brand of paint product but suggest that property owners review one of several guides available to select appropriate paint colors.

*Bob Villa's Guide to Historic Paint Colors* [Historic Paint Colors - Bob Vila's Guide - Bob Vila](#)

*Historic Colors of America* (Historic New England) [Historic Colors of America | Historic New England](#)

*Guide to Period Paints* [Guide to Period Paints \(oldhouseonline.com\)](#)

**New Construction:** Proposals for new construction within the historic districts are subject to any/all applicable building code and permits as outlined by the City of Weston. HLC will work with property owners to review construction plans and make suggestions as to blending new construction styles with existing architecture, to avoid unnecessary clashes of materials, colors, and architectural styles.

**Property Demolition:** HLC would encourage property owners to seek remedies such as sale, renovation, repair, rehabilitation to their property prior to outright demolition. HLC, with proper notice, will be happy to review real estate listings to aid in property sale which might retain the architectural integrity of the historic district.

### **Commercial Guidelines**

*In addition to specific guidelines set forth hereunder, it is the intent of the Weston Historic Landmarks Commission that all design guidelines for residential properties apply to commercial properties.*

**Storefronts:** Because much of the architectural integrity in Weston's historic districts is due to the cohesive nature of its nineteenth and early twentieth century storefronts, it is recommended that property owners maintain and keep existing storefronts in good repair. All trim, doors, windows, and architectural features should be kept clean and painted to maintain their historic appearance. For any property owners wishing to build a new construction business, it is highly preferable that the storefront style that exists in Weston's main commercial areas be followed - with first floor commercial spaces - complete with a recessed or canopy-covered entrance,



typically with a door/transom entrance - and display windows with traditional windows. The upper floors of such new construction should include architecturally sympathetic windows, symmetrically placed, with period-appropriate lintels or other decorative trim appropriate to the style of the building.

**Awnings/Overhangs:** For businesses utilizing canopies, awnings, or other overhangs, HLC recommends these be used only on the ground floor, and should use either canopy or other material which suggests the appropriate historic period. It is preferable that these types of building adornments do not block the facade, particularly for buildings with unique architectural features.

**Display Windows and Bulkhead:** HLC encourages business owners to keep original display windows in good repair. In cases where the windows must be replaced, HLC suggests maintaining the original configuration, number, and style of windows and glazing. The fewer structural divisions in display windows, the more architecturally sympathetic and, thus, the more preferred style. Tinted glass is not preferred for display windows; if privacy is desired for business, it is recommended that interior shades or blinds be employed. For buildings with bulkheads (kick plates - the lower panels where display windows rest), the preservation of those features constructed of wood, tile, marble, or brick should be preserved, rather than replaced or removed. If bulkheads must be replaced, please avoid the use of metal, vinyl, or glass blocks.



**Entrances:** Historic buildings should maintain the original storefront and/or side entrances. These entrances, however, should meet accessibility standards consistent with the ADA [Adaag 1991 2002 \(access-board.gov\)](https://www.access-board.gov/). Preservation specialists have long worked to develop guidelines to accomplish a welcoming business environment for all while maintaining historic architectural



integrity. Helpful tips for meeting ADA standards can be found here: [Historic Shouldn't Mean Inaccessible: Preservation and the ADA \(accessibility.com\)](#).

When replacing doors on business storefronts, maintain consistency with surrounding businesses and with the original structure. Solid wooden entrance doors are not desired as replacements in historic business districts, but wooden doors with a large, single glass frame are desirable. If cost constraints require the use of aluminum doors, it is preferable that they be painted in dark colors to approximate wooden appearance. The use of unpainted/raw aluminum doors is a distraction in historic districts, and is not preferred. When doors must be replaced, it is preferable to retain traditional transom/door placement, and it is preferable to bring in replacement doors consistent with previous panel style, trim, or other architectural features. If storm doors are used on business entrances, wooden framed doors are preferred.

**Lighting:** Like other features, original light fixtures are preferred. New or replacement light fixtures should be either not visible on façades, or should be in an ornamental style consistent with the other features of the building. When new light fixtures must be installed, it is preferred that they not obscure or alter existing architectural features of the structure. In all cases (existing or replacement), wiring for light fixtures should be internal and not visible. Because lighting capacity has changed significantly over the years, the use of modern fluorescent or other types of high-intensity lighting should not be intrusive (covered or not visible is preferred).

**New Construction:** In order to maintain the integrity of Weston's historic districts, new building construction is particularly crucial and property owners should work closely with the HLC to adhere to preferred design standards. Property owners should take into consideration not only their immediate neighbors, but also the period architecture of the district as a whole. Consideration of building style, types of materials, scale of building in relation to neighboring structures, orientation and placement of structure on property, and planned architectural features should all be in sympathy with the district as a whole. Compatibility includes retaining a similarity of rooflines, building height, storefront design, window and entrance style and placement, and cornices/masonry features. It is preferable for new construction buildings to include a carved limestone block or other masonry feature which includes the date of the building's construction featured on the facade.

- The exterior material for new construction is particularly important, and should be as consistent as possible with surrounding buildings (for example, if set among brick buildings, then brick should be employed).
- Setback distance from the city's streets and sidewalks should be consistent with surrounding properties.



- New construction should be oriented facing the primary street on which the property is located, with the primary entrance to the business similarly located.
- When possible, the new construction should be one consistent façade across the city lot, rather than broken, irregular, or multiple façades.
- It is preferred that 60% of new construction storefronts be traditionally-styled display windows.
- Should avoid architectural style which predates the majority of the buildings in Weston's historic districts (Colonial-era or pre-Colonial styles should be avoided).

**Additions to Existing Buildings:** HLC has no objection to the construction of additions which are located at the rear of buildings within the historic district, as long as that construction meets all other city building code requirements. Additions should not distract from the historic nature of the property or adjacent properties, and are preferred to be of a similar style, color, and material as the original building. It is preferable that additions retain as much of the original building structure (without removal of walls/windows) as possible.

**Signs and Graphic Design:** HLC asks that business owners submit sign/graphic design proposals at their regularly scheduled meetings for approval. HLC encourages business owners to utilize signs which are both architecturally sympathetic and draw attention to their businesses, which are so important to our downtown area. HLC asks that business owners take the following into consideration:

- Flashing/moving signs are detracting and inconsistent with historic districts, and should be avoided.
- Signs which obstruct doors/entrances, fire escapes, or display windows are not preferred.
- Portable signs which block street traffic should be avoided.
- The use of traditional sign material such as wood or copper are preferred, with traditional lettering style (serif, san-serif, or script preferred) which is easily visible.
- Signs should be appropriate to the size and style of building, and should not detract from adjacent businesses or residences.
- Lighting for signs should be concealed. The use of spotlights or uplights for signage is preferred.
- The use of logos or symbols are appropriate if they are consistent with the businesses other advertising.
- Signs should be placed in traditional locations, including storefront, upper facade, hanging or mounted from windows, or erected at the side/front of a building.
- Safety is always a concern for signs, and they should be mounted directly into mortar when possible and should use mounting hardware/brackets sufficient to support their weight.



**City of Weston**  
Facade Grant



**UP TO \$10,000  
50/50 MATCH GRANT**

# FACADE GRANT PROGRAM



**Overview**

## About Us

The facade grant program has been developed to assist with the rehabilitation and maintenance needs of buildings and homes in Weston, WV.

A well-maintained community attracts visitors, promotes retail activity, and elevates community pride.

## Application Deadline

All applications must be received by March 31st 2023. All projects must be completed within six months of award date.

## What it is:

- Improvements ✓
- Restoration ✓
- Painting ✓
- Roofing ✓
- Maintenance ✓

**APPLY NOW**

Visit Our Website



**CityofWestonWV.com**



Contact Us

**304-269-7842**



## **City of Weston Facade Grant Program**

The Facade Grant program provides limited financial assistance to businesses, private residential and commercial property owners interested in renovating the facade of their buildings. The objective of the Facade Improvement Grant Program is to assist businesses and residential property owners with improving facade appearance. The program provides 50% reimbursement to commercial or residential with a maximum grant funding request not to exceed \$5,000. For example, if an applicant is approved for the program and undertakes \$10,000 of improvements, the amount of assistance made available would be for \$5,000. To receive the maximum assistance of \$5,000 the building owner would need to invest at least \$10,000 in improvements.

The grant will be provided in the form of a reimbursement of eligible costs incurred and paid utilizing a construction draw process, once the improvements have been completed, inspected, and approved. The approved applicant shall submit all paid invoices to the Historic Landmark Commission before any reimbursement can be provided. Selected eligible applicants must complete the facade improvement project within a six-month period following project approval and date of the notification letter. Access to the facade assistance program will be on a first come, first served basis in answer to an advertised notice. Applications will be selected by the Facade Grant Committee comprised of representatives from the Weston Historic Landmark Commission and the City of Weston, WV.

### **Who can Apply for Funding?**

Any property/building owner, or business owner can apply for funding assistance. The project site must be located within the corporation limits of the City of Weston, WV. What Improvements are Eligible for Funding? Improvements must include the facade of the building facing a primary street orientation or if on a corner lot, the facades facing the two streets of primary orientation. Examples of eligible improvements include:

- Replacement or repairing of brickwork, plaster, or wood siding, including painting, cleaning, and repainting, and roof replacement
- Replacing, repairing, or relocating storefronts, doors, windows, parapets or cornices, including the removal of extraneous elements or inappropriate or incompatible exterior finishes or materials.
- Change of exterior lighting, or additional exterior lighting
- Repairs, addition, or installation of awnings, visible roof, trim or mill work.
- Painting and general facade improvements.
- Installation or improvement of permanently installed signage. Also, signage must be a permanent installed feature of the facade and may not be portable or removable.
- Structural landscape improvements such as steps, sidewalks and fencing all proposed projects must be in compliance with current City of Weston Codes including but not limited to: building codes, property maintenance codes, historical codes and any applicable zoning codes.

Grant awards depend on available funding and will be reviewed annually.

**GRANT APPLICATION**

Committee Use Only Date Received: \_\_\_\_\_

Approve/Not Approved (Circle) Date Approved: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Phone Number: \_\_\_\_\_

Name of Business (if applicable) \_\_\_\_\_

Business/Property Location Address: \_\_\_\_\_

Property Owner(s) Name (if applicable): \_\_\_\_\_

Total Cost of the Facade Project (include expense quotes where applicable): \_\_\_\_\_

Amount of Request (must be at least 50% of the total cost of the facade project): \_\_\_\_\_

**Details of Facade Project (provide a detailed scope of the facade project):**

Please attach any documentation including, but not limited to written descriptions and drawings, photographs, contractor estimates and other graphic information necessary to completely describe the project. Please read the following: The commitment of grant money for an awarded project expires six months from the approval date as noted on the application. For reasonable project delays, the expiration date may be extended by the Facade Grant Committee for an addition six-month period. Any extension must be submitted by the applicant in writing to the Facade Grant Committee expressing the reason(s) for an extension. All extension shall be approved by the Facade Grant Committee. Applications are accepted on a rolling basis until all appropriated funding is exhausted or a new round of funding is available. This is to certify that the proposed project described above meets the requirements necessary for application for a Facade Grant.

Name of Applicant (Print): \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

If the applicant does not own the property, the application requires the name and signature of the property owner of record authorizing the facade improvements Name of Property Owner of Record (Print):

Signature of Property Owner of Record: \_\_\_\_\_ Date: \_\_\_\_\_

Please return the completed Facade Grant Application to the following address:

City of Weston Historic Landmark Commission Attn: Facade Grant Program Application, 102 N 2<sup>nd</sup> St Weston WV 26452. For questions regarding the program, please contact 304-269-7824.

# Dilapidated Property Rating Sheet

Address	Responsible Party ID	Estimated Floor Area	Construction Type	Property Zoned	Utilities	Fire Damage	Environmental Hazard	View of Property	Foundation Condition	Siding and Wall condition	Windows & Doors	Roofing Condition	Ext. Structure	Emer. Or Imminent danger	Total Score	Comments	Cost or Estimate
210 N. River Ave	5	5	5	5	5	0	0	10	10	10	10	10	10	10	95	Owner contacted and letter refused; no appeal	\$ 75,000
120 Donlan hgts	5	3	5	5	5	5	0	10	5	10	10	10	10	10	93	burnt structure, unstable; owner attempting to sale	
303 S Main	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Building Collapsed; served notice; no response or appeal	\$ 25,000
324 Broad St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	has building permit for repair	
375 W 2nd St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	no heirs; dead end responsibility; no claim	\$ 25,000
425 W 2nd St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Owner wants to salvage; filed previous appeal	
451 W 2nd St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Signed over to the City	\$ 20,000
1223 12th st	5	3	5	5	5	0	0	5	5	10	10	10	10	10	83	partially demolished, falling down: party interested in purchase	
208 Bennett	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Owner refuses to acknowledge ownership; no appeal	\$ 25,000
George St (no address)	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Owner Contacted (Rock Wilson?); no appeal; collapsed	
369 Edward St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Building Collapsed; notice served; no appeal	
78 Henry St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	notice served; no appeal	
86 Henry St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Building Collapsed; notice served; no appeal	
301 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78		
251 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78		
345 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78		
349 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78		
156 Montgomery	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78		
414 Pratt St	5	3	3	5	5	0	0	5	10	10	10	10	10	0	76		
67 Alum St	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	House Collapsing	
370 Broad St	5	3	5	5	5	0	0	10	10	10	5	10	5	0	73		
844 Terrace Ave	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73		
301 Spring St	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73		
139 Montgomery	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	Rock Wilson owned	
10 Brown Ave	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	holes in roof, full of debris; 10 Brown Ave	
38 (118) Montgomery	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	Rock Wilson owned	
848 Terrace Ave	5	3	3	5	5	0	0	5	5	10	10	10	10	0	71		
215 Orchard	5	3	3	5	5	0	0	5	5	10	10	10	10	0	71		

# Dilapidated Property Rating Sheet

220 Arnold St	5	3	5	5	5	0	0	5	5	5	10	10	10	0	68		
828 Winter Ave	5	3	5	5	5	0	0	5	5	5	10	10	10	0	68		
232 High St	5	3	5	5	5	0	0	10	5	5	5	10	10	0	68	owner willing to donate; setting time to sign over	\$ 25,000
724 Cliff st	5	3	5	5	5	0	0	5	5	5	10	10	10	0	68		
65 Alum St	5	3	5	5	5	0	0	5	5	5	5	10	10	0	63	collapsing	
114 Donlan Hgts	5	3	5	5	5	0	0	10	5	5	5	10	5	0	63	in conjunction with 120 Donlan; Burgett working to sell	
230 Wilson St	5	3	5	5	5	0	0	5	5	5	5	5	10	0	58	Porch and steps fell off	
254 High St	5	3	5	5	5	0	0	10	5	5	5	5	5	0	58	written permission to demolish and invoice	\$ 25,000
256 High St	5	3	5	5	5	0	0	10	5	5	5	5	5	0	58	written permission to demolish and invoice	\$ 25,000
303 Spring St	5	3	5	5	5	0	0	5	5	5	5	5	10	0	58		
343 E 1st St	5	3	5	5	5	0	0	5	5	5	0	10	5	0	53	in permit	
347 E 1st St	5	3	5	5	5	0	0	5	5	5	0	10	5	0	53	written permission to demolish and invoice	\$ 25,000
255 S. Main	5	3	5	5	5	0	0	10	0	5	5	5	5	0	53	written permission to demolish and invoice	\$ 25,000
<b>Demolished:</b>																<b>Total Proposed Cost for Demolitions:</b>	<b>\$ 295,000</b>
239 Brooke St	5	3	5	5	5	5	0	5	5	5	10	10	10	0	73	demolished	
230 W 2nd St	5	3	5	5	5	0	0	10	5	10	5	10	10	0	73	demolished	



already bid and accepted

Bid packs ready to rebid asbestos studies done

Spruce Mtn. Properties bid packs made. Asbestos studies done; 3 are abated

Located on Entryways. Need asbestos studies and bid packs made.

## Proposed City Priority Path for Demolitions

1. Owned by City (signed over by owner or acquired via tax sale)
2. Fire Damaged
3. Owner Willing to Pay for Demo
4. Dilapidated Property Property Rating (highest to lowest)
5. Exclude priority properties that owners are active on potential remedy (for sale, active building permit, appealed)



June 1<sup>st</sup>, 2023

Mr. Perry J. Keller  
West Virginia Department of Transportation  
Commissioner's Office of Economic Development  
1900 Kanawha Boulevard, East  
Building 5, Room 110  
Charleston, WV 25305

**Re:** Center Avenue Bridge Agreement

Mr. Keller—

The City of Weston wants to first thank you for the opportunity to have our bridges included in these studies for possible rehabilitation or replacement. You will find our attached signed agreements with this cover letter. Please feel free to contact if you have further questions.

For the bridges on Center, Court, Depot and Howell the City requests the following if rehabbed to the extent possible:

- Placement of conduit for the placement of decorative lights by City auspices
- Accommodation of pedestrian features such as sidewalks, extra wide sidewalks and/or 5' shoulders
- The connection of the existing pedestrian features with any projected works
- Design review with selected consultant for input before and after the preliminary designs have been completed

For the 4<sup>th</sup> Street Arch Bridge that spans the West Fork River, the City wishes to see the bridge inspected for the possibility of preservation. We recognize that a replacement bridge is being constructed downstream but would like to see the bridge preserved for local traffic or as a pedestrian bridge and would appreciate its inclusion in this program. The above requests would also apply to this bridge as well to the extent practical.

Sincerely,

**Nate Stansberry, City Manager**  
102 W 2<sup>nd</sup>. Street  
Weston, WV 26452  
304-269-6141  
[nstansberry@cityofwestonwv.com](mailto:nstansberry@cityofwestonwv.com)

cc: Mike Starett, Street Commissioner  
City of Weston Council and Mayor



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

Gregory L. Bailey, P.E.  
Interim  
State Highway Engineer

Jimmy Wriston, P. E.  
Secretary of Transportation  
Commissioner of Highways

April 18, 2023

The Honorable Kim Harrison  
City of Weston  
102 West 2nd Street  
Weston, West Virginia 26452

Dear Mayor Harrison:

Enclosed are two (2) originals of an agreement regarding either the rehabilitation or replacement of Center Avenue Bridge in Lewis County. As part of Governor Jim Justice's use of the Infrastructure and Investment Jobs Act (IIJA) and as directed by the Secretary of Transportation, Jimmy Wriston, P.E., the City of Weston will have no match requirement for the rehabilitation or replacement of the Center Avenue Bridge. Please review the agreement carefully and if acceptable, have each original signed by the appropriate representative of the City of Weston and then return each signed original, with an appropriate cover letter, to:

Mr. Perry J. Keller  
West Virginia Department of Transportation  
Commissioner's Office of Economic Development  
1900 Kanawha Boulevard, East  
Building 5, Room 110  
Charleston, West Virginia 25305

The documents then will be fully executed by the West Virginia Department of Transportation, Division of Highways (WVDOH). The date on page one of the documents will be entered by the WVDOH; please do not enter a date on page one of these documents.

The work by the WVDOH and its partners is an enormous task in performing these much needed projects within our communities and as such this work will begin as soon as practical. A Design Study will be performed to determine the most cost effective solution(s) for the Bridge, resulting in an appropriate remedy. Please note that funding is limited to IIJA funding and if those funds become exhausted prior to the work on Center Avenue Bridge, the WVDOH may not be able to fulfill this agreement. If the City of Weston has any special considerations or concerns with the Center Avenue Bridge improvement, please include those in the cover letter when returning your signed agreement.

Thank you for your assistance with this matter. If you require additional information, please contact Mr. Keller at (304) 414-6925 or [Perry.J.Keller@wv.gov](mailto:Perry.J.Keller@wv.gov).

Sincerely,

Jimmy Wriston, P.E.  
Secretary of Transportation/  
Commissioner of Highways

JW:Ks

Enclosure

**WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
AGREEMENT  
CENTER AVENUE BRIDGE IMPROVEMENT  
CITY OF WESTON  
LEWIS COUNTY**

**THIS AGREEMENT**, executed in duplicate, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the West Virginia Department of Transportation, Division of Highways, hereinafter called "Division", and the City of Weston, a West Virginia municipality, Lewis County, West Virginia, hereinafter called "Municipality,"

**WITNESSETH** that,

**WHEREAS**, Municipality desires Division's participation in the funding of the replacement or rehabilitation, hereinafter called "Improvement", of Municipality's existing Center Avenue Bridge, hereinafter called "Bridge," that carries Center Avenue over West Fork River in the Municipality of Weston, Lewis County, as the estimated cost of such work is beyond the Municipality's current funding capability and would present a financial burden to Municipality; and

**WHEREAS**, Division's funding to be utilized for the Improvement of Center Avenue Bridge is to be exclusively derived from federal funds made available to Division through the Infrastructure Investment and Jobs Act (hereinafter "IIJA"), enacted as Public Law (P.L.) 117-58; as long as funds remain available; and

**WHEREAS**, Division considers it to be in the public interest to participate in this project, which provides a safer and more efficient transportation system for the citizens of West Virginia;

**NOW, THEREFORE**, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

- I. The Municipality will obtain a Single Audit in accordance with 2 CFR Part 200 Subpart F ("Uniform Guidance") as required for any fiscal year expenditures exceeding seven hundred fifty thousand dollars (\$750,000.00) from all federal funding sources including the federal highway funds to be utilized, under the terms of this Agreement, for the Improvement of the Center Avenue Bridge. If the Municipality requires a Single Audit in accordance with the Uniform Guidance, the Municipality then shall provide to the Division, within six (6) months after the required Uniform Guidance due date, a copy of the audit report.
- II. Division shall design, or shall have designed, and prepare appropriate construction plans and related documents, which collectively are referred to as the "Plans," for the Improvement of the Center Avenue Bridge (BARS Number 21A908) and any necessary work along the Bridge approaches on each end, in Weston, Lewis County. The work to be

performed under this Agreement is hereinafter called "Project." The design of Project shall be in accordance with Division's directives, guidelines, and criteria. Division shall secure the approvals and/or permits, if any, required by other governmental agencies for Project.

- III. Division shall comply with all applicable Federal, State, and local environmental regulations. Upon request of Division and as determined by Division to be appropriate, Municipality shall schedule at a public facility an informational public meeting regarding Project, at a mutually agreeable date and time.
- IV. Prior to construction of Project, Division shall be responsible for the acquisition, in accordance with the Plans, of any additional property interest, right-of-way or other easements necessary for the Project, subject to the conditions that follow.
  - A. Any such acquisition by Division shall conform with the applicable provisions of the Relocation Assistance and Real Property Acquisition Policies Act of 1970 and shall be accomplished utilizing Division's acquisition processes and procedures.
  - B. Division shall obtain in Division's name any additional right-of-way or easement along Center Avenue.
  - C. Division shall obtain in Municipality's name any property, real estate, right-of-way, or easement along any existing Municipality street or along any proposed realignment of any Municipality street associated with the Project with the following exceptions:
    1. Division shall not utilize Division's authority to acquire, in Municipality's name, through an eminent domain proceeding any property, real estate, right-of-way or easement; and
    2. Municipality may utilize its authority to acquire, in Municipality's name, through an eminent domain proceeding any property, real estate, right-of-way or easement, at their own expense and liability.
  - D. Municipality shall work with the Division to obtain any additional easement for relocation, adjustment or installation of Municipality's utility that is necessary along any existing Municipality street or any proposed realignment of any Municipality street that is necessary for implementation of the Project.
  - E. Division shall coordinate with any railroad affected by Project regarding easements necessary. Any cost associated with railroad flagging or other railroad-related costs shall be included in the total cost of the Project.
  - F. Division shall be responsible for all costs of review, appraisal or other valuation, negotiation, purchase, relocation, or other activities associated with the acquisition by Division, in the Municipality's name, of property, real estate, right-of-way or easement, with Division's financial participation in such activities being limited solely to the federal highway funding made available for the Project.
- V. Prior to Division's construction of Project, Division shall be responsible for ensuring that any necessary relocation or adjustment of any utilities associated with Project is completed, subject to the conditions that follow.
  - A. All utility work shall be performed in accordance with the West Virginia Division of Highways' manual entitled, "Accommodation of Utilities on Highway Right of Way and Adjustment and Relocation of Utility Facilities on Highway Projects," current edition.
  - B. Municipality shall provide to Division all permits, easements and records of any utilities located within Municipality's rights of way within Project limits.

- C. As part of Project development and utility coordination process, Division will provide to each affected utility owner or provider and the same to Municipality, plans for relocation or adjustment of utilities necessary for Project.
- VI. Division personnel may perform work on Project or when determined by Division to be appropriate, Division shall advertise a construction contract, accept bids, award the construction contract, construct, and inspect Project as shown on the approved Plans. Project and all related work shall be constructed and performed in accordance with the Plans prepared by Division and in accordance with Division specifications.
- VII. After opening and reviewing bids for the construction contract and verifying that Division has available sufficient funds for such, Division then may award and administer the construction contract for Project. Division shall provide construction inspection, materials acceptance, and traffic control for the Project.
- VIII. Division's authorization to proceed is contingent upon receipt of any Federal Highway Administration's (FHWA) approval and authorization that may be required and upon Municipality's compliance with the other stipulations and requirements set forth herein. Division shall ensure compliance with FHWA Form 1273, with the requirements of the Buy America Act, as well as any other required contract provisions pertaining to federal-aid construction contracts.
- IX. Division shall be responsible for payment, utilizing federal funds made available to Division for Project, to Division personnel, and to consultants and contractors procured by Division, for the cost of Project.
- X. Municipality agrees that no Business and Occupation tax will be levied by Municipality against any Division contractor regarding construction of the Project.
- XI. Division shall accept no financial obligation for nor responsibility for performance of maintenance, repair or upkeep of Bridge or of any Municipality street as a result of participation in Project and no municipal street is to be accepted as part of the State Highway System as a result of Division's participation in this Agreement or as a result of implementation of any portion of the Project. Upon completion of the Project, Municipality shall be responsible for maintenance, repair and upkeep of Center Avenue and the improved Bridge, and for inspection of the Bridge at whatever interval is required by the National Bridge Inspection Standards.
- XII. After completion of construction of the Project, and for as long as these items are located within Division's right-of-way, Municipality shall be responsible for the maintenance, upkeep, repair and replacement of any sidewalk constructed or any lighting installed along Bridge within the municipal boundary of Municipality.
- XIII. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- A. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - B. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

- XIV. Division may terminate this Agreement upon thirty (30) days' written notice to Municipality. Upon termination, Division shall be liable only for payment in accordance with the terms of this Agreement for work performed or costs irrevocably obligated prior to the effective date of termination.
- XV. To the fullest extent permitted and authorized by law, Municipality at all times does, and shall, assume all risks of damage to its property, and property of others, and injury or death to all persons (including, but not limited to, any employee or agent of Municipality, Contractor or Subcontractor) resulting directly, indirectly or otherwise by (a) the actions or omissions of Municipality, any Contractor or any Subcontractor, or their respective agents and employees, (b) by any condition of the property, (c) by any failure of Municipality, any Contractor or any Subcontractor, or their respective agents and employees, to comply with any applicable law, rule, regulations or order of any governmental authority, or to comply with any provision of this Agreement, or (d) by any other cause related to Municipality's, any Contractor's or any Subcontractor's performance of work hereunder, including maintenance of utilities or failure to maintain utilities associated with Project. Municipality at all times hereby fully assumes, to the full extent permitted and authorized by West Virginia law, the risk of and shall defend, indemnify and hold harmless the Division, its officers, employees and agents (the Division and such persons collectively "Division's Indemnified Persons"), and shall reimburse Division's Indemnified Persons for, from and against each and every demand, claim, suit, loss (which shall include any diminution in value), liability, damage, cost and expense (including, without limitation, interest, fines, penalties, and investigation, and any and all reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") imposed on, incurred by or asserted against the Division's Indemnified Persons, (individually or jointly) directly or indirectly, relating to, resulting from, or arising out of Municipality's work, services, or other activities performed under this Agreement, including failure to maintain, provide upkeep, repairs or replace any defective or missing parts of any utility or failure to comply with any other obligation imposed under this Agreement. These covenants of indemnity shall survive cancellation, termination, or expiration of this Agreement. Municipality hereby acknowledges that the allocation of risk set forth in this provision of the Agreement is a part of the consideration to be provided to Division by Municipality for performance of this Agreement.

Upon written request by any Division's Indemnified Persons, Municipality shall, to the full extent permitted and authorized by West Virginia law, defend the same (if requested by any Division's Indemnified Persons, in the name of the Division's Indemnified Persons) by attorneys and other professionals approved by the Division's Indemnified Persons, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, any Division's Indemnified Person may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Division's Indemnified Persons, their attorneys shall control the resolution of any claim or proceeding, provided that no compromise or settlement shall be entered without Municipality's consent, which consent shall not be unreasonably withheld. Upon written demand, to the extent permitted and authorized by West Virginia law, Municipality shall pay or, in the sole and absolute discretion of the Division's Indemnified Persons, reimburse, the Division's Indemnified Persons for the payment of reasonable fees and disbursements of attorneys, accountants and other professional advisors in connection therewith.

- XVI. This Agreement may not be assigned without the prior written consent of Division. Once assigned, the Agreement shall be binding upon the successors and assigns of each party thereto.
- XVII. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.
- XVIII. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.
- XIX. Any resolution of the Municipality's Council necessary to authorize Municipality's compliance with the terms of this Agreement is attached hereto. In the absence of any such attached resolution, the duly authorized officer by whose signature Municipality enters this Agreement warrants that no such resolution is necessary.
- XX. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and agreed to and signed by both parties. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

**WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION,  
DIVISION OF HIGHWAYS**

APPROVED AS TO FORM THIS  
24 DAY OF April, 2023,  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DEPARTMENT  
OF TRANSPORTATION  
DIVISION OF HIGHWAYS

2304176  
Daniel A Ford

\_\_\_\_\_  
(signature)

By: Jimmy Wriston, P. E.  
Secretary of Transportation/  
Commissioner of Highways

**CITY OF WESTON,  
a municipal corporation**

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Its: \_\_\_\_\_  
(printed title)

(To be executed in duplicate)

Distribution: Master File  
Municipality

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26301  
 Phone: 627-2415 ext. 5114  
 Fax: 304-340-5090  
 Email: [igs@wvsao.gov](mailto:igs@wvsao.gov)

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER  
 Fiscal Year Ending: **2023**  
 Fund: **2**  
 Revision Number: **3**  
 Pages: **1 of 1**

City of Weston, WV  
 GOVERNMENT ENTITY

Person To Contact Regarding Request:  
 Name: **Nathaniel Stansberry**  
 Phone: **304-269-6141**  
 Fax:  
 Email: [nstansberry@cityofwestonwv.com](mailto:nstansberry@cityofwestonwv.com)

102 W 2nd St, Weston WV 26452  
 STREET OR PO BOX  
 Weston 26452  
 CITY ZIP CODE

Municipality  
 Government Type

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
310	Coal Severance Tax	8,000	11,107		19,107
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 11,107

Explanation for Account # 378, Municipal Specific:  
 Explanation for Account # 369, Contributions from Other Funds:

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*		11,107		11,107
	#N/A				

NET INCREASE/(DECREASE) Expenditures 11,107

APPROVED BY THE STATE AUDITOR  
 BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY APPROVAL DATE

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26301  
 Phone: 627-2415 ext. 5114  
 Fax: 304-340-5090  
 Email: lgs@wvsao.gov

**REQUEST FOR REVISION TO APPROVED BUDGET**

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER  
 Fiscal Year Ending: **2023**  
 Fund: **1**  
 Revision Number: **4**  
 Pages: **1 of 2**

City of Weston, WV  
 GOVERNMENT ENTITY

Person To Contact Regarding Request:

Name: **Nathaniel Stansberry**  
 Phone: **304-269-6141**  
 Fax: \_\_\_\_\_  
 Email: nstansberry@cityofwestonwv.com

102 W 2nd St, Weston WV 26452

STREET OR PO BOX

Weston  
 CITY

26452  
 ZIP CODE

Municipality  
 Government Type

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
302	Tax Penalties, Interest & Publication Fees	5,000	5,000		10,000
303	Gas and Oil Severance Tax	6,500	16,482		22,982
304	Excise Tax on Utilities	330,000		100,000	230,000
305	Business and Occupation Tax	525,000	100,000		625,000
314	Sale Tax	622,000	24,606		646,606
320	Fines, Fees & Court Costs	5,500	5,000		10,500
<b>NET INCREASE/(DECREASE) Revenues (ALL PAGES)</b>			<b>91,802</b>		

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
757	Sidewalks	5,000	15,000		20,000
438	Elections		15,000		15,000
699	Contingencies*	20,000	61,802		81,802
	#N/A				
<b>NET INCREASE/(DECREASE) Expenditures</b>			<b>91,802</b>		

APPROVED BY THE STATE AUDITOR

BY: \_\_\_\_\_  
 Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

**REVENUES (CONT)**

City of Weston, WV

LGSD: BR City of Weston, WV

CONTROL NUMBER:

2023

1

4

BUDGET REVISION REQUEST-SUPPLEMENT

FY

FUND

REV #

ACCOUNT NUMBER	ACCOUNT CATEGORY	PREVIOUSLY APPROVED AMOUNT	INCREASE	DECREASE	REVISED AMOUNT
321	Parking Violation	250		230	20
326	Building Permit Fees	15,000	7,000		22,000
340	Parks & Recreation		100		100
341	Municipal Service Fees	300,000		15,000	285,000
343	Off Street Parking	2,700	800		3,500
345	Rents/Royalties and Concessions		850		850
367	Other Grants		5,200		5,200
381	Reimbursements	80,000	40,000		120,000
382	Refunds and Rebates	1,200		1,200	
383	Sale of Fixed Assets		3,000		3,000
387	Filing Fees		194		194
	#N/A				

NET INCREASE/(DECREASE) Revenues (THIS PAGE)

40,714

Explanation for Account # 378, Municipal Specific:  
 Explanation for Account #369, Contributions from Other Funds:


PATRICK MORRISEY  
ATTORNEY GENERAL

PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL

Consumer Protection  
and Antitrust Division  
(304) 558-8986  
Consumer Hotline  
1-800-368-8808  
Preneed Funeral Services  
(304) 558-8986  
Senior Protection Hotline  
(304) 558-1155  
Facsimile (304) 558-0184

RE: Kroger Settlement

Dear Mayor/County Commissioner:

Your community elected to participate in the West Virginia First Memorandum of Understanding ("MOU"), announced in 2022, which sets out how settlement and judgment dollars from opioid supply chain participants will be allocated among the State and its communities. With your help, West Virginia is now poised to make a meaningful impact on abating the opioid epidemic through a combination of direct payments to local communities, the State, and a non-profit, non-stock foundation created to fund statewide opioid abatement under the MOU. I am grateful for your community's decision to support the MOU. Your community also elected to participate in six opioid manufacturer and retail pharmacy settlements reached over the past two years. We appreciate your decision and your prompt return of the participation documents for those settlements. We are asking for your help again.

Earlier this month, my office announced a statewide settlement with retail pharmacy Kroger ("Kroger" Settlement). Under the terms of the settlement, Kroger will pay the State 68 million dollars. The Kroger Settlement will provide additional much-needed abatement dollars to communities throughout the state. We now ask for your assistance in finalizing this settlement through execution of an election and release form.

Under the settlement, participating local governments who execute an election and release form are eligible for direct payments from the amount set aside for remediation. As with the other settlements, 72.5% goes to the West Virginia First Abatement Fund and a minimum of 24.5% goes to local governments.

Attached is a copy of the executed Kroger Settlement with a list of exhibits and a Settlement Participation Form. Copies of the exhibits to the Kroger Settlement are not enclosed, but may be downloaded at the following sharefile link: <https://wvago.sharefile.com/d-s72f8aa6c92214838bc6e0ecd49a06e42>. Should you have difficulty accessing the documents via the link, please contact our office and we will forward copies by regular mail.

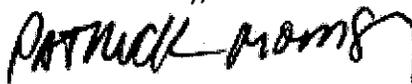
In order to ensure that your community receives the maximum benefit under the Kroger Settlement, **please have your council/commission vote on the Kroger settlement terms and, if your community supports this agreement, return the executed West Virginia Local Government Election and Release Form to my office no later than August 1, 2023** using the following address:

Via mail or email to:

Attn: Paula Price  
Office of the West Virginia Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
[Paula.J.Price@wvago.gov](mailto:Paula.J.Price@wvago.gov)

If you have questions, please contact Ann Haight or Vaughn Sizemore at our Consumer Protection Division, 304-558-8986.

Sincerely,

A handwritten signature in black ink that reads "PATRICK MORRISEY". The signature is written in a cursive style with a large, sweeping flourish at the end.

Patrick Morrisey  
Attorney General

## INSTRUCTIONS

Please be sure to complete each blank on the attached form as follows:

Dated: (The date the document is signed.)

(Your town/city's name)  
LOCAL GOVERNMENT

BY: (Signature of mayor or other authorized person)

PRINTED NAME: (Printed name of person signing document)

TITLE: (The title of the person signing document)

ADDRESS: (Your town/city's mailing address)

TELEPHONE: (Your town/city hall's telephone number)

EMAIL ADDRESS: (Email for your town/city)\*

If you do not have the ability to scan a document as a PDF or fax, please return your signed release in the enclosed return envelope. Photos of the documents are not converting well and are sometimes illegible after conversion.

\*If your city/town does not have an email address, please provide the email address where the mayor, a council member, or staff can best be contacted.

(Kroger)  
**WEST VIRGINIA LOCAL GOVERNMENT**  
**ELECTION AND RELEASE FORM**

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Kroger under the terms and conditions set forth in the Kroger West Virginia State-Wide Opioid Settlement Agreement executed on May 2, 2023 (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) (the “Court”). To the extent the Participating Local Government has asserted Claims against Kroger in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government’s Action through the submission of the Consent Judgment as contemplated in the Agreement. If a Participating Local Government’s Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Kroger and any other Released Entities within seven (7) business days of the Effective Date.

Dated: \_\_\_\_\_

\_\_\_\_\_  
LOCAL GOVERNMENT

BY: \_\_\_\_\_  
(Signature)  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**Kroger West Virginia State-Wide Opioid  
Settlement Agreement**

**I. Overview**

This Settlement Agreement dated as of May 2, 2023 sets forth the terms and conditions of a settlement between and among the State of West Virginia (defined herein) and Kroger (defined herein) (collectively, “the Parties”) to resolve opioid-related Claims (defined herein) against Kroger.

Kroger has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Kroger expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Kroger. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to Kroger, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrissey, Attorney General v. The Kroger Co., et al.*, Civil Action No. 22-C-111 PNM (W. Va. Cir. Ct. Putnam County) (the “West Virginia AG Action”), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and Actions brought and/or Claims possessed by Participating Local Governments.

**II. Definitions**

A. “Action” means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.

B. “Agreement” and “Settlement Agreement” refer to this settlement agreement together with the Exhibits thereto.

C. “Alleged Harms” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of a Product, including those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Kroger. Non-exclusive examples of the Alleged Harms are described in the documents listed on Exhibit A.

D. “Bar” means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon

payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

E. "Case-Specific Resolution" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.

F. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

G. "Claim-Over" means a Claim asserted by any entity that is not a Releasor against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by the Released Entities) asserted by the Releasor.

H. "Class I Local Government" means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).

I. "Class II Local Government" means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).

J. "Class III Local Government" means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).

K. "Class IV Local Government" means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).

L. “Common Benefit Fund Commissioner” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

M. “Consent Judgment” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit F, which provides for, among other things, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.

N. “Counsel” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.

O. “Court” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).

P. “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or related in any way to a Product, including without limitation (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of a Product; orders, prescriptions, formularies, guidelines, payments or rebates for a Product; policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; and any system, plan, policy or advocacy relating to any Product; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders, prescriptions related to a Product; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product. For avoidance of doubt, products other than Products are not included in Covered Conduct. This definition shall not preclude the Attorney General from bringing antitrust, overpricing, or kickback claims of general applicability, the allegations of which (i) include prescription pharmaceutical products generally and are not specific or limited to Products and (ii) do not in any way concern, relate to, or arise from the nature and characteristics of Products; the use, misuse, abuse or diversion of, or addiction to, Products and/or the potential thereof; any alleged oversupply of Products; the legality,

legitimacy and/or appropriateness of any prescriptions for Products and/or the legality, legitimacy and/or appropriateness of any dispensing of Products; asserted violations of state or federal controlled substances laws; or any alleged direct or indirect effects or harms resulting from any of the above.

Q. "Execution Date" means the date on which this Agreement is executed by the last Party to do so.

R. "Effective Date" means the date on which Kroger makes the Initial Payment as described in Section III.B.

S. "Finality" means:

1. The Agreement and the Consent Judgment have been approved and entered by the Court as to Kroger, including the release of all Released Claims against Released Entities as provided in this Agreement; and
2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

T. "Global Settlement" means any agreement resolving substantially all litigation and claims brought or threatened to be brought against Kroger by other states and Local Governments in the United States, including without limitation claims against Kroger in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) and related state court prescription opiate litigation.

U. "Kroger" means The Kroger Co., and each of its past and present direct and indirect parents and subsidiaries, including without limitation Kroger Co., Kroger Limited Partnership I d/b/a Peyton's Southern, and Kroger Limited Partnership II d/b/a Peyton's Northern. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.II.

V. "Later Litigating Local Government" means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

W. "Litigating Local Government" means a Local Government (or Local Government Official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.

X. "Litigation Cost Amount" has the meaning specified in Section III.A below.

Y. "Local Government" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, "Local Government" does not include special districts or school boards.

Z. "Non-Litigating Local Government" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.

AA. "Non-Participating Local Government" means a Local Government that is not a Participating Local Government.

BB. "Participation Date" means one hundred twenty (120) days after the Execution Date.

CC. "Participating Local Government" means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under Section VIII.A or VIII.C.

DD. "Plaintiff" means the State of West Virginia, acting by and through its Attorney General.

EE. "Product" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical products made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also includes: (1) the following when used in combination with opioids or opiates: Benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates, "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine,

methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, or any variant of these substances or any similar substance.

**FF.** “Qualified Settlement Fund” means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

**GG.** “Qualified Settlement Fund Administrator” means and refers to John Jenkins of Smith Cochran Hicks PLLC, who is the Administrator appointed by the Court to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. (Transaction ID 68524883) The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement, the West Virginia First Memorandum of Understanding, and orders of the Court, as applicable.

**HH.** “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any claims that have been asserted against the Released Entities by the State or any of its Litigating Local governments in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any of its Local Governments, or any Releasers (whether or not West Virginia or such Local Government or Releaser has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Governments that would have been Released Claims if they had been brought by a Releaser against a Released Entity prior to the Execution Date.

**II.** “Released Entities” means (1) The Kroger Co.; (2) Kroger Limited Partnership I d/b/a Peyton’s Southern; (3) Kroger Limited Partnership II d/b/a Peyton’s Northern; (4) all of the foregoing entities’ respective past and present, direct or indirect: parents subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries divisions, affiliates, joint ventures predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (5) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (1) through (4) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (4)-(5) shall be a Released Entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.

**JJ.** “Releasers” mean (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasisovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. In addition to being a Releaser as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government’s authority. The State’s Attorney General represents that he or she has or has obtained the authority set forth in Section VII.I.

**KK.** “Remediation Amount” has the meaning set forth in Section III.A below.

**LL.** “Resolution Panel” or “Resolution Judges” refers to the mediators in the West Virginia AG Action—specifically, the Honorable Joanna I. Tabit, the Honorable Jay M. Hoke, and the Honorable Gregory L. Howard.

**MM.** “Settlement Class Resolution” means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Kroger other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable State law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Local Governments collectively representing 1% or more of the State’s population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes

an admission by any Party that class certification would be appropriate for litigation purposes in any case.

NN. "Settlement Sum" means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Kroger and all Released Entities as specified in Section III.A below. Neither Kroger nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below, except pursuant to Addendum 1.

OO. "State" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

### III. Consideration To Be Provided by Kroger

A. **Settlement Sum.** The Settlement Sum is \$68,000,000, reflecting a substantial premium for the State given the unique facts and circumstances associated with the Actions, including without limitation the imminent trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the State's and Participating Local Governments' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Kroger and the Released Entities in the Actions, and to be disbursed as provided in Section IX below; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State and disbursed as provided in Section IV below. Kroger does not concede that these activities constitute cognizable abatement. For the avoidance of doubt, the Remediation Amount equals the aggregate amount paid or incurred by Kroger hereunder other than amounts that constitute the Litigation Cost Amount. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement. On or before the Participation Date, the State shall provide to Kroger Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the "Participation Threshold"). For the avoidance of doubt, the requirement that Kroger pay the Settlement Sum pursuant to this Agreement shall become binding only upon the State's provision to Kroger of Election and Release Forms demonstrating that it has met the Participation Threshold.

B. **Timeline for Settlement Sum Allocation and Payments.** Provided that the State has met the Participation Threshold, within three (3) business days of the earliest of either Kroger's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met or the Participation Date, the Parties shall jointly file with the Court a request that the Court determine what portion of the Settlement Sum constitutes the Litigation Cost Amount. The State agrees that it will not seek a Litigation Cost Amount percentage greater than that sought from any other settling party, and it is the Parties' expectation and intent that the Litigation Cost Amount percentage shall be no greater than for any other settling party. If the Court has not issued an order

regarding the portion of the Settlement Sum that constitutes the Litigation Cost Amount by October 2, 2023, the Parties will meet and confer and will agree by October 9, 2023 on an allocation as between the Remediation Amount and the Litigation Cost Amount, subject to revision by the Court. If the Parties agree on an allocation as between the Remediation Amount and the Litigation Cost Amount and the Court later orders a different allocation as between the Remediation Amount and the Litigating Cost Amount, the State agrees to cooperate with Kroger in preparing any tax forms reasonably requested by Kroger, including but not limited to those set out in Section XI.D. Kroger shall pay the Settlement Sum pursuant to the following schedule:

1. Within fifteen (15) days after Kroger's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met, Kroger shall make a \$34,000,000 upfront payment (the "Initial Payment") into the West Virginia Qualified Settlement Fund;
2. A \$12,000,000 payment into the Qualified Settlement Fund on June 30, 2024;
3. A \$12,000,000 payment into the Qualified Settlement Fund on June 30, 2025;
4. Four (4) annual payments of \$1,000,000 on the same payment date (June 30) from 2026 to 2029 (for the avoidance of doubt, the annual payments will be made respectively on (1) June 30, 2026; (2) June 30, 2027; (3) June 30, 2028; (4) June 30, 2029); and
5. Three (3) additional annual payments of \$2,000,000 on the same payment date (June 30) from 2030 to 2032 (for the avoidance of doubt, the annual payments will be made respectively on (1) June 30, 2030; (2) June 30, 2031; (3) June 30, 2032) (together with the payments identified above in subsections III.B.2, 3, and 4, the "Subsequent Payments").

**C. Most Favored Nation.** If there is a Global Settlement, then Kroger shall make an additional Most Favored Nation ("MFN") payment into the Qualified Settlement Fund of 2.94% of the net present value ("NPV") (calculated with a discount rate to be agreed to by the Parties in the event of a Global Settlement, subject to resolution by the Resolution Panel in the event the Parties cannot agree) of the payment to be received by states and political subdivisions for remediation and restitution at full participation levels and attorney fees for litigating Attorneys General and subdivisions but excluding payments to tribes and attorney fees for tribes and non-litigating Attorneys General. In determining the MFN payment under this Section III.C, Kroger shall receive a full credit or offset for the Initial Payment and the Subsequent Payments. If 2.94% of the NPV of the Global Settlement would yield an amount lower than or equal to the Settlement Sum, subject to NPV analysis, then Kroger shall owe no further payment. Any additional payment under this Section III.C shall be subject to the schedule set forth in any Global Settlement.

**D. No Other Payments.** Other than the Initial Payment and the Subsequent Payments described in Section III.B and any MFN payment described in Section III.C, none of the Released

Entities shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or this Settlement Agreement, except pursuant to Addendum 1.

**E. Consent Judgment.** Within fifteen (15) days of the Effective Date, Plaintiff shall file in the Court a proposed Consent Judgment substantially in the form of Exhibit F. The Consent Judgment shall provide for the dismissal with prejudice, as to all Released Entities, of the West Virginia AG Action and the Actions of the Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to (1) determine the allocation of the Litigation Cost Amount as provided in Section IX, and (2) enter an Amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement, as set out in Section V.A. The Parties shall confer and agree as to the final form of the Consent Judgment prior to its filing with the Court.

#### **IV. Intra-State Allocation and Disbursement of Remediation Amount**

**A.** When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. For the avoidance of doubt, the Qualified Settlement Fund Administrator shall not allocate or distribute any of the Remediation Amount to any Non-Participating Local Government.

**B.** Kroger shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with this Agreement and all applicable laws, unless otherwise ordered by the court.

#### **V. Injunctive Relief**

**A.** The Parties agree that the Consent Judgment to be filed by the Parties shall provide that the Court shall retain jurisdiction to (1) enter an amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement; and (2) determine the allocation of the Litigation Cost Amount. If there is no Global Settlement, within 18 months of the Effective Date, Kroger will agree to injunctive terms substantially similar to the injunctive terms in the State's settlement agreements with CVS, Walmart, and Walgreens, as appropriate for a grocery store. The Parties agree to engage a mutually agreeable mediator to facilitate the finalization of the injunctive relief that will apply to Kroger specifically.

#### **VI. Cessation of Litigation Activities**

**A.** It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant. The State shall use best efforts to cause Litigating Local Governments to cease all activities in accordance with the foregoing understanding.

**B.** The Parties will file a joint motion to stay and suspend all deadlines in the WV AG Action (including all depositions) through the Participation Date. The Parties will also provide notice to the Honorable Dan Aaron Polster in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio).

**VII. Settlement of Claims, General Release, and Covenant Not to Sue**

**A. Scope.** As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

**B. Statement of Intent.** It is the intent of the Parties that:

1. Released Entities shall not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
2. The Initial Payment and the Subsequent Payments shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), and each Releasor expressly waive its right to seek reallocation to Kroger pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
3. Claims by the Releasor against non-Parties should not result in additional payments by the Released Entities for the Released Claims, whether through contribution, indemnification, or any other means; and
4. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party

under any theory, including on the basis of contribution, indemnity or other Claim-Over.

5. The provisions of this Section VII.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissal provided for herein are made in good faith.

**C. Contribution/Indemnity Prohibited.** No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

**D. Non-Party Settlement.** To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Kroger in Section VII.C, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

**E. Claim-Over.** In the event that the Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in Section VII.C, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section VII.D, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Kroger and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Kroger under this Settlement Agreement).

**F. General Release.** In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.F. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge,

upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

**G. Cooperation.** Releasers (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

**H. Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any consent judgment or other judgment entered on the Agreement, gives rise to under applicable law.

**I. Representation and Warranty.** The State's Attorney General expressly represents and warrants that it will, on or before the Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

**J. Effectiveness.** The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasers. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.

**K. Non-Released Claims.** Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims

arising under the Agreement for enforcement of the Agreement. While the State takes no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct of the Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.

**L. Dismissal of Actions.** The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Kroger and any other Released Entities dismissed through the entry of the Consent Judgment set forth in III.E. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Kroger and any other Released Entities no later than fifteen (15) days after the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

### **VIII. Participation by Local Governments**

**A. Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.** A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.

**B. Notice.** As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.

**C. Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.** A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.

**D. Representation With Respect to Local Government Participation.** The State represents and warrants that it has a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Kroger,

which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.

**E. Representation With Respect to State Abatement Claims.** The State represents and warrants that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.

**F. Representation With Respect to Claims by Later Litigating Local Governments.** The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Later Litigating Local Government's Claims as to the Released Entities, or other means.

**G. Non-Participating Local Governments** shall be ineligible to receive any portion of the Settlement Sum.

**H.** Concurrently with Plaintiff's submission of the Consent Judgment per Section III.E above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

**IX. Attorney Fees, Costs and Expenses; Disbursement of Litigation Cost Amount**

**A.** Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against Kroger. The State may submit applications to the Common Benefit Fund Commission or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.

**B.** The Parties recognize that the goal of this Agreement is one hundred percent (100%) participation by Local Governments. In determining the allocation among Counsel of the Common Benefit Fund, the Common Benefit Fund Commissioner shall consider such factors as whether the Counsel and his or her clients have contributed to increasing (or reducing) the payments awarded to the State through participation and whether the Counsel represents any Non-Participating Local Governments and/or any Later Litigating Local Governments. It is the Parties' expectation and intent that no portion of the Litigation Cost Amount will be distributed to Counsel for attorney fees, costs and/or expenses incurred in connection with the representation of any Non-Participating Local Government and/or any Later Litigating Local Governments, and the State agrees that it will not take any positions to the contrary before the Court, except to the extent it is part of the consideration of Common Benefit fees or cost.

C. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.

D. Notwithstanding provisions herein, an attorney may include any work done or time spent on the implementation of, or in furtherance of completion of, this Settlement Agreement prior to or after the Effective Date in a fee request or application. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

E. For the avoidance of doubt, nothing in this Section IX shall require any payment by Kroger beyond the Settlement Sum, nor shall Kroger have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Kroger as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Kroger may voluntarily elect to provide.

F. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fee paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against Kroger, whether those Actions were filed in state or federal court.

G. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.

H. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:

1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against Kroger concerning the Covered Conduct.

2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.

3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.
4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government related to the payments made by Kroger.
5. Counsel has notified each West Virginia Local Government represented by such Counsel of the amount(s) sought in the application.
6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.
7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.
8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.
9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government, except any Common Benefit Fee as allowed by Court Order.
10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.
11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.

I. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

**X. Enforcement and Dispute Resolution**

- A. This Agreement shall only be enforceable by Kroger and the State.
- B. If either the State or Kroger believes the other is not in compliance with any term of this Agreement (with the exception of Section XI below), then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt

to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, Kroger and the State shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement before the Resolution Panel in West Virginia. The Parties consent to the exclusive jurisdiction of the Resolution Panel for the limited purpose of resolution of disputes identified in this Section X.

#### **XI. Miscellaneous Provisions**

**A. No Admission of Liability.** The Releasor acknowledges and agrees that this Settlement is a compromise of matters involving disputed issues of law and fact. The Released Entities are entering into this Settlement solely for the purposes of settlement, to resolve the Released Claims, and thereby avoid significant expense, inconvenience, and uncertainty. Nothing contained herein may be taken as or deemed to be an admission or concession by the Released Entities of (i) any violation of law, regulation, or ordinance in connection with the Covered Conduct or Local Government Claims; (ii) any fault, liability, or wrongdoing by Kroger in relation to the Covered Conduct or Local Government Claims; (iii) the strength or weakness of any claim or defense or allegation made in any other past, present, or future proceeding relating to any Covered Conduct or any Opioid or Local Government Claim; or (iv) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

**B. Use of Agreement as Evidence.** Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement (i) is or may be deemed to be or may be used as an admission of, or evidence of, any Covered Conduct, or of any wrongdoing or liability of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible as evidence or otherwise used in any way in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Released Entities may use this Agreement in any action for any purpose, including, but not limited to, in order to support a claim for contribution and/or indemnification or to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or similar defense or counterclaim, including but not limited to against Released Claims asserted against the Released Entities by West Virginia Local Governments, whether currently pending or in the future.

**C. Voluntary Settlement.** This Settlement Agreement is a product of arm's length settlement negotiations between the duly-authorized representatives of the Parties. The Parties represent and warrant that they have been advised by their respective counsel of their rights and obligations under this Settlement Agreement and the accompanying Releases, and enter into this Settlement Agreement and the accompanying Releases freely, voluntarily, and without duress.

**D. Taxes.** Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Amount paid by Kroger constitutes restitution for damage or harm allegedly caused by the potential violation of a law. The Parties acknowledge, agree and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount or the Litigation Cost Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Local Governments acknowledge, agree and understand that Kroger intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. The State shall complete and file, on behalf of the State and every Participating Local Government, a Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of each year following a calendar year in which Kroger makes an Initial Payment or a Subsequent Payment. On the Form 1098-F, the State shall identify the Remediation Amount, as agreed to by the Parties or as determined by the Court, as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to Kroger by January 31 of each year following a calendar year in which Kroger makes an Initial Payment or a Subsequent Payment. Alternatively, if reasonably requested by Kroger for any year in which the Initial Payment or a Subsequent Payment is made, the State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Kroger. Kroger makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.

**E. No Third-Party Beneficiaries.** Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

**F. Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.

**G. Choice of Law.** Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.

**H. Notices.** To be effective, all notices under this Agreement shall be in writing and delivered to the persons specified below ("Notice Designees") (i) by e-mail and (ii) by either hand delivery or registered or certified mail, return receipt required, postage pre-paid. Any Party may change its Notice Designee(s) by giving written notice to all other Parties as provided in this paragraph.

1. Notices to the State shall be delivered to:

Ann Haight  
Deputy Attorney General  
Office of the West Virginia Attorney General

Consumer Protection & Antitrust Division  
1900 Kanawha Blvd East  
State Capitol Complex, Bldg 6, Suite 401  
Charleston, WV 25305  
Or mailing address of:  
P.O. Box 1789  
Charleston, WV 25326  
Email: Ann.L.Haight@wvago.gov

AND

Abby G. Cunningham  
Assistant Attorney General  
Office of the West Virginia Attorney General  
Consumer Protection & Antitrust Division  
1900 Kanawha Blvd East  
State Capitol Complex, Bldg 6, Suite 401  
Charleston, WV 25305  
Or mailing address of:  
P.O. Box 1789  
Charleston, WV 25326  
Email: abby.g.cunningham@wvago.gov

2. Notices to Kroger shall be delivered to:

Toney Matthews  
Senior Litigation Counsel  
1014 Vine St, Cincinnati, Ohio, 45202  
Telephone: (513) 762-4623  
Email: toney.matthews@kroger.com

AND

Chantale Fiebig  
Weil Gotshal & Manges LLP  
2001 M Street, NW  
Washington, D.C. 20036  
Telephone: (202) 682-7200  
Email: chantale.fiebig@weil.com

I. **Severability; Reinstatement.** In the event any one or more immaterial provisions of this Settlement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement; Material provisions are those in Sections III, V, VII, and VIII of this Agreement.

**J. Headings; No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

**K. No Party Deemed to Be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

**L. Modification.** This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Kroger may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.

**M. Waiver.** Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**N. Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. An executed signature page of this Settlement delivered in PDF format via email shall be as effective as an original executed signature page.

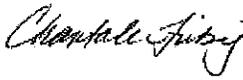
**O. Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein. As such, the Parties represent and warrant that they are not relying on any promises, inducements, or representations other than those provided herein.

**P. Confidentiality and Public Statements.** Consistent with mediation confidentiality, neither party shall disclose or discuss the negotiating positions the parties advanced during discussions in connection with this Settlement Agreement. In addition, and for the avoidance of doubt, neither party shall discuss the negotiation of specific terms and conditions of this Settlement Agreement. For the avoidance of doubt, nothing herein prevents either Party from discussing the terms of any publicly-disclosed Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

Date: 5/2/23

THE KROGER CO.

By:   
WEIL GOTSHAL & MANGES LLP  
Chantale Fiebig  
2001 M Street, NW  
Washington, D.C. 20036  
Telephone: (202) 682-7200  
Email: chantale.fiebig@weil.com

Date: 5/2/23

THE STATE OF WEST VIRGINIA

By:   
Name: Patrick Morrissey  
Title: Attorney General

ADDENDUM TO  
May 2, 2023 Kroger West Virginia State-Wide Opioid Settlement Agreement

Addendum 1

Kroger commits that it will not close any of its pharmacies in West Virginia for at least three years following execution of the Settlement Agreement, except under the circumstances listed below.

Kroger may close a pharmacy in the event of (1) force majeure as defined by Restatement Second of Contracts § 261, or (2) a notice, order, or substantial change in legal or regulatory obligations that precludes Kroger from operating the pharmacy under applicable law or regulations. For the avoidance of doubt, nothing in this provision is intended to preclude Kroger from complying with its legal, ethical, or fiduciary obligations. In addition, nothing in this provision shall permit Kroger to close a pharmacy due to the pharmacy's profitability.

Kroger may meet and confer with the State regarding potential closures, but shall provide at least 30 days' notice where possible to permit the State to object to the closure before the Resolution Panel. The parties agree that the Resolution Panel shall have sole and exclusive jurisdiction to resolve any objection by the State to Kroger's closure of a pharmacy pursuant to this provision, and to determine whether Kroger is in breach of this provision.

Upon a finding that Kroger is in breach of this addendum, the Resolution Panel shall impose a per pharmacy penalty of up to (1) \$1,250,000 for any pharmacy closed within the first year; (2) \$750,000 for any pharmacy closed in the second year; or (3) \$500,000 for any pharmacy closed in the third year. This penalty shall be the State's sole and exclusive remedy for any violation of this section of the agreement.

Date: 5/2/23

THE KROGER CO.

By: *Chantale Feibig*  
WEIL GOTSHAL & MANGES LLP  
Chantale Feibig  
2001 M. Street, NW  
Washington, D.C. 20036  
Telephone: (202) 682-7200  
Email: [Chantale.feibig@weil.com](mailto:Chantale.feibig@weil.com)

Date: 5/2/23

THE STATE OF WEST VIRGINIA

By: *Patrick Morrissey*  
PATRICK MORRISEY  
ATTORNEY GENERAL  
Office of the West Virginia Attorney General

ROBERT P. FITZSIMMONS  
1609 Warwood Avenue  
Wheeling, West Virginia 26003  
FitzsimmonsFirm.com



Tel: (304) 277-1700  
(740) 695-1702  
(866) 206-7077  
Fax: (304) 277-1705

**FITZSIMMONS**  
LAW FIRM PLLC

May 24, 2023

***Re: West Virginia MLP Opioid Settlement with Mylan***

Dear Local Government:

We have entered into a confidential settlement with Mylan in connection with the Opioid related claims. Under the terms of the Memorandum of Understanding (“MOU”) to which we previously agreed, all opioid related settlements are governed by the “MOU”. Accordingly, we need you to execute the attached WV Local Government Election and Release Form Mylan. This Form is similar to the ones we and the Attorney General’s office have previously sent you.

Also enclosed is the Settlement Agreements Plaintiffs’ counsel negotiated with Mylan. If for some reason you do not agree with the settlement, please advise us as to any disagreement so that we may address your concerns. Otherwise, please proceed to obtain the formal signature on the attached *WV Local Government Election and Release Form* by presenting this to the full body for approval and designation of a person to sign. Additionally, I have enclosed instructions to properly complete the *Election and Release Form*.

Please have the Release Form signed and returned to us as soon as possible, but not later than **August 22, 2023**. Enclosed is a pre-addressed stamped envelope for your convenience. Alternatively, you may email the form to: [jaclyn@fitzsimmonsfirm.com](mailto:jaclyn@fitzsimmonsfirm.com)

If you have any questions, please advise us.

Thanking you, I remain

Very Truly Yours,

FITZSIMMONS LAW FIRM PLLC

  
Robert P. Fitzsimmons

RPF/jat  
Enclosures

{00333535-1}



## INSTRUCTIONS

Please be sure to complete each blank on the attached form as follows:

Dated: (The date the document is signed.)

(Your town/city's name)  
LOCAL GOVERNMENT

BY: (Signature of mayor or other authorized person)  
PRINTED NAME: (Printed name of person signing document)  
TITLE: (The title of the person signing document)  
ADDRESS: (Your town/city's mailing address)

TELEPHONE: (Your town/city hall's telephone number)  
EMAIL ADDRESS: (Email for your town/city)\*

If you do not have the ability to scan a document as a PDF or fax, please return your signed release in the enclosed return envelope. Photos of the documents are not converting well and are sometimes illegible after conversion.

\*If your city/town does not have an email address, please provide the email address where the mayor, a council member, or staff can best be contacted.



**WEST VIRGINIA LOCAL GOVERNMENT**  
**ELECTION AND RELEASE FORM**

**(Mylan Pharmaceuticals Inc.)**

This Election and Release Form for eligible West Virginia Participating Local Governments resolves opioid-related Claims against Mylan Pharmaceuticals Inc. (“Mylan”) under the terms and conditions set forth in the May 22, 2023 settlement agreement (the “Agreement”), the provisions of which are hereby incorporated by reference in their entirety. Upon executing this Election and Release Form, the undersigned Local Government becomes a Participating Local Government and a Party to the Agreement. The undersigned Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement, and hereby releases all Released Claims against all Released Entities. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 19-C-9000, in the Circuit Court of Kanawha County, West Virginia.

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

ON BEHALF OF:

\_\_\_\_\_  
LOCAL GOVERNMENT



## MYLAN WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

### I. OVERVIEW

This Settlement Agreement dated as of May 22, 2023 sets forth the terms and conditions of a full and final settlement between and among the political subdivisions of the State of West Virginia and Mylan Pharmaceuticals Inc. (“Mylan”) to resolve actual or potential opioid-related Claims (defined herein) against Mylan.

Mylan has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of law, or of any entitlement to relief, or of any liability, fault, or wrongdoing, all of which Mylan expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, wrongdoing, or admission by Mylan.

### II. DEFINITIONS

- A. “*Actions*” means any lawsuit brought by a Local Government against any Released Entity in any court, including without limitation (1) the lawsuit captioned *Roane Cnty. Comm’n v. Mylan Pharmaceuticals Inc.*, Nos. 19-C-96 to 19-C-108 (W. Va. Cir. Ct. Marshall County filed May 8, 2019), as consolidated into *In re Opioid Litig.*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County) (the “*Roane County Action*”) and (2) all actions brought by a Local Government in the federal multidistrict litigation *In re Nat’l Prescription Opiate Litig.*, 1:17-md-2804 (N.D. Ohio), including without limitation *Berkeley Cnty. Council v. Purdue Pharm. Prods., LP*, No. 1:17-op-45171 (N.D. Ohio filed Dec. 22, 2017); *Boone County Comm’n v. AmerisourceBergen Drug Corp.*, No. 1:17-op-45061 (N.D. Ohio filed Dec. 14, 2017); *Fayette County Comm’n v. Cardinal Health, Inc.*, No. 1:17-op-45062 (N.D. Ohio filed Dec. 14, 2017); *Kanawha County Comm’n v. Rite Aid of Md., Inc.*, No. 1:17-op-45063 (N.D. Ohio filed Dec. 19, 2017); *Jefferson County Comm’n v. Purdue Pharm. Prods., LP*, No. 1:17-op-45170 (N.D. Ohio filed Dec. 22, 2017); *Morgan County Comm’n v. Purdue Pharm. Prods., LP*, No. 1:18-op-45444 (N.D. Ohio filed Apr. 19, 2018); and *Charles Town, West Virginia v. AmerisourceBergen Drug Corp.*, No. 1:19-op-45250 (N.D. Ohio filed Apr. 16, 2019) (the “MDL Actions”).
- B. “*Agreement*” and “*Settlement Agreement*” mean this settlement agreement together with the Exhibits hereto and all executed Election and Release Forms (to be provided per Section III.B in the form attached as Exhibit D).
- C. “*Agreement Party*” means Mylan and Plaintiffs.
- D. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse or abuse of a Product, non-exhaustive examples of which are described in the documents listed on Exhibit A,

including but not limited to those State and Local Government expenditures that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Mylan.

- E. “*Bar*” means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full). For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.
- F. “*Case-Specific Resolution*” means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Sections VI and VII below.
- G. “*Claim*” means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative or indemnity claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, restitution, contribution, reimbursement, disgorgement, expenses, judgment, right, obligation, dispute, action, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, attorneys’ fees and costs, claim for payment of unpaid fees, and/or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in any forum and in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- H. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- I. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- J. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).
- K. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- L. “*Common Benefit Fund Commissioner*” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).
- M. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- N. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litig.*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County).
- O. “*Covered Conduct*” means any and all actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever from the beginning of time (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, service, work, misstatement, misleading statement, or other activity or inactivity of any kind whatsoever) in any line of business arising from or relating in any way to (1) alleged opioid-related overdoses, abuses, crises, epidemics, or injuries; (2) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, research, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, relabeling, recall, withdrawal, or use or abuse of, or operating policies or procedures relating to, any Product, or any system, plan, policy, procedure, or advocacy relating to any Product, including, but not limited to, any generic, unbranded, or branded promotion, marketing, or advertising, patient support or assistance, educational programs, consultancy, research, or other programs, campaigns, lobbying, or grants, sponsorships, charitable donations, or other funding relating to any Product; (3) the characteristics, properties, risks, or benefits of any Product and/or any Product used in combination with any other Product; (4) the selective breeding,

harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, repackaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, a precursor or component of any Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate of Products; (5) orders, prescriptions, formularies, guidelines, payments, or rebates for a Product; (6) policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug claim adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; (7) any system, plan, policy, or advocacy relating to any Product; (8) the monitoring, reporting, disclosure, non-monitoring, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any controlled substances, including Products; (9) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; (10) suspicious order monitoring and diversion control programs; and/or (11) any conduct alleged in the Actions, or conduct that could have been alleged in the Actions or similar potential or actual litigation by any Local Government. For avoidance of doubt, products other than the Products are not included in Covered Conduct. The Parties intend that "Covered Conduct" be interpreted broadly.

- P. "*Effective Date*" means the date on which Mylan makes the payment described in Section III.A.
- Q. "*Execution Date*" means the date on which this Agreement is executed by the last Agreement Party to do so.
- R. "*Later Litigating Local Government*" means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.
- S. "*Litigation Cost Amount*" means the amount attributable to reimbursement of the Plaintiffs' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Mylan and the Released Entities in the Actions, and to be disbursed as provided by the Court.

- T. “*Litigating Local Government*” means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Claims on or before the Execution Date that were not separately resolved prior to that date, regardless of whether the Local Government brought suit against Mylan or one or more Released Entities. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for “Litigating Local Governments” are subsequently identified. For the avoidance of doubt, Litigating Local Governments includes but is not limited to Plaintiffs, Cabell County, and the City of Huntington.
- U. “*Local Government*” means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III, and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, “Local Government” does not include special districts or school boards.
- V. “*MLP Dismissal Order*” means the order attached hereto as Exhibit F, which provides for the release set forth below and the dismissal with prejudice of all Released Claims that the Releasors have brought against Released Entities in the *Roane County Action*.
- W. “*MDL Court*” means the court overseeing the multi-district litigation captioned *In re Opioid Litig.*, No. 1:17-MD-2804 (N.D. Ohio).
- X. “*MDL Notice of Voluntary Dismissal*” means the notice attached hereto as Exhibit G, which provides for the release set forth below and the dismissal with prejudice of all Released Claims that the Releasors have brought against Released Entities in the MDL Court.
- Y. “*Non-Litigating Local Government*” means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- Z. “*Non-Participating Local Government*” means a Local Government that is not a Participating Local Government.
- AA. “*Non-Party*” means any entity other than Mylan, Released Entities, and Participating Local Governments.

- BB. *“Non-Party Covered Conduct Claim”* means a Claim against a Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- CC. *“Non-Party Settlement”* means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- DD. *“Non-Released Entities”* means any person or entity other than the Released Entities.
- EE. *“Participation Date”* means one hundred twenty (120) days after the Execution Date.
- FF. *“Participating Local Government”* means Plaintiffs and any Local Government that executes the Election and Release Form and meets the requirements for becoming a Participating Local Government under subsection VII.B or VII.C.
- GG. *“Party”* means Mylan and all Participating Local Governments.
- HH. *“Plaintiffs”* means the Litigating Local Governments that brought suit against any Released Entity either before the Court, the MDL Court, or in other courts, including specifically, but without limitation, Roane County, Ritchie County, Wood County, Wirt County, Jackson County, Pleasants County, Berkeley County, Boone County, Fayette County, Kanawha County, Jefferson County, Morgan County, City of Spencer, City of Ripley, Town of Ravenswood, City of Williamstown, Town of Elizabeth, City of St. Mary’s, and Town of Harrisville; Berkley County; Boone County, Fayette County, Kanawha County, Jefferson County Commission, Morgan County, and City of Charles Town.
- II. *“Product”* means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. “Product” also includes: (1) benzodiazepines, carisoprodol, zolpidem, and gabapentin; (2) a combination or “cocktail” of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, anesthetics, or sedatives, prescribed, sold, bought, or dispensed to be used together with any product that includes opioids or opiates; (3) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products; (4) all opiate antagonists, including but not limited to naloxone and naltrexone; and (5) any other controlled substances alleged to have contributed to, caused, or impacted the opioid crisis or alleged to be abused in combination with opioid products. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, butorphanol, codeine, diphenoxylate, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, propoxyphene, tapentadol, tramadol, opium,

heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, zolpidem, gabapentin, or any variant of these substances or any similar substance, whether generic or branded, in whatever form, including but not limited to tablet, capsule, pill, patch, spray, and film, and whether or not listed by the U.S. Drug Enforcement Administration ("DEA") as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act. "Product" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

- JJ. "*Qualified Settlement Fund*" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- KK. "*Qualified Settlement Fund Administrator*" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by the Court. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth by Court Order.
- LL. "*Released Claims*" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct, the Products, the Actions, and/or Alleged Harms whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or in equity, that the Releasers, whether directly, representatively, derivatively, or in any other capacity, have, including all past and present civil, derivative, regulatory, administrative, or any other Claims that the Releasers may have under any applicable state, federal, regulatory, or administrative law or statute. The Parties intend that "Released Claims" be interpreted broadly. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any Litigating Local Governments in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, the Products, the Action, and/or Alleged Harms, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by West Virginia or any Local Governments, or any Releasers (whether or not West Virginia or such Local Government or Releaser has brought such action or proceeding). "Released Claims" is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releaser against a Released Entity prior to the Execution Date. "Released Claims" also includes all

Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct.

This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of a Product. It is the intent of the Parties that such Claims be treated in accordance with applicable law. While the State and Releasers take no position on the availability of such defense, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Amount required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. For the avoidance of doubt, this Agreement also does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.), or *The State of Connecticut, et al. v. Sandoz, et al.*, Civil Action No. 2:20-cv-03539-CMR (E.D. Pa.).

MM. “Released Entities” means (i) Mylan Pharmaceuticals Inc.; (ii) all of the foregoing entity’s respective past, present, and future, direct or indirect: parents, subsidiaries, divisions, sister companies, affiliates, related entities, holding companies, unincorporated business units, vendors, independent contractors, shareholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys; and (iii) any and all legal representatives, joint ventures, and the predecessors, heirs, executors, administrators, successors, assignees (including but not limited to assignees or purchasers of any Product), and insurers of each of the foregoing entities described in (i) and (ii) (solely in their capacity as such with respect to Released Claims and Covered Conduct).

NN. “Releasers” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing, (b) any public entities or public instrumentalities and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Local Government. The State’s Attorney General represents that he or she has or has obtained the authority set forth in Section VI.

- OO. “*Remediation Amount*” means the amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State.
- PP. “*Settlement Sum*” means the total sum to be paid pursuant to this Agreement by or on behalf of Mylan and all Released Entities, as specified in Section III.A below. Neither Mylan nor any Released Entity shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- QQ. “*State*” means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.
- RR. “*Dismissal Orders*” means the MLP Dismissal Order(s) together with the MDL Notice(s) of Voluntary Dismissal.

### III. CONSIDERATION

- A. *Settlement Sum.* The Settlement Sum is \$1,995,000.00. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount and (2) the Remediation Amount, and is expressly contingent upon the participation provisions set forth in Section III(B). Mylan and the Released Entities shall have no obligation, liability, or responsibility in connection with distribution of the Settlement Sum, the Litigation Cost Amount, or the Remediation Amount.
- B. *Participation Threshold.* Mylan’s payment of the Settlement Sum is expressly conditioned upon demonstration as of the Participation Date of 100% participation by the Local Governments, including all Litigating Local Governments and all Non-Litigating Local Governments, provided, however, (1) the following eleven Non-Litigating Local Governments are encouraged, but not required, to participate: Town of Auburn; Town of Buffalo; Camden-on-Gauley Town; Town of Davy; Follansbee City; Town of Hedgesville; Town of Matoaka; Town of Meadow Bridge; Town of Pullman; Town of Reedsville; and City of Westover; and (2) up to a total of five additional Class IV Local Governments that are Non-Litigating Local Governments, other than the said eleven, shall not be required to participate, though all Non-Litigating Local Governments are encouraged to participate (the “Participation Threshold”). Plaintiffs shall be deemed Participating Local Governments as of the Execution Date. On or before the Participation Date, Counsel shall provide to Mylan Election and Release Forms (in the form annexed as Exhibit D) for all Local Governments that elect to participate, other than Plaintiffs. If the Participation Threshold is not met, then Mylan is entitled to, at its sole discretion, proceed with the Agreement, void the Agreement, or reduce the settlement amount pro rata.
- C. *Payment Timing.* Unless otherwise agreed upon by the Plaintiffs and Mylan in writing, within thirty (30) calendar days following the Participation Date, Mylan shall (1) if the Participation Threshold is met, make a one-time payment in the

amount of \$1,995,000.00 directed to the Qualified Settlement Fund pursuant to wiring instructions to be provided by Counsel; or (2) if the Participation Threshold is not met, determine, at its sole discretion, either to proceed with the Agreement, void the Agreement, or reduce the settlement amount pro rata and make a one-time payment for the reduced settlement amount directed to the Qualified Settlement Fund pursuant to wiring instructions to be provided by Counsel. For the avoidance of doubt, the requirement that Mylan pay the Settlement Sum pursuant to this Agreement shall become binding only upon Counsel's provision to Mylan of Election and Release Forms demonstrating that the Participation Threshold of 100% participation, as described in Section III.B, has been met or, in the event that the Participation Threshold has not been met, Mylan's election to proceed with the Agreement and/or reduce the settlement amount pro rata.

- D. *No Other Obligations or Payments by Released Entities.* This Agreement does not impose any obligations on the Released Entities other than those specifically provided for in the Agreement. For the avoidance of doubt, other than the Settlement Sum, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- E. *Dismissal of Actions.* In consideration for the mutual promises and obligations set forth in this Agreement, within fourteen (14) business days of the Effective Date, Participating Local Governments with Actions pending before the Court as of the Effective Date shall file in the Court the MLP Dismissal Order effectuating the dismissal with prejudice of the Actions as to Mylan and all other Released Entities. Participating Local Governments with Actions pending in other courts as of the Effective Date, including but not limited to Actions pending in the MDL Court, shall dismiss their Actions with prejudice as to Mylan and all other Released Entities within fourteen (14) business days of the Effective Date by filing the MDL Notice of Voluntary Dismissal in each Action. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs (other than the Litigation Cost Amount).

#### **IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT**

- A. When the appropriate orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. The Released Entities shall have no duty, obligation, responsibility, liability, whether direct or indirect or express or implied, related to, arising from, or concerning the allocation or distribution of the Remediation Amount by the Qualified Settlement Fund Administrator. The Releasers hereby forever waive, release, and discharge any and all Claims against the Released Entities related to, arising from, or concerning the allocation or distribution of the Remediation Amount by the Qualified Settlement Fund Administrator.

V. CESSATION OF LITIGATION ACTIVITIES

- A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action.

VI. RELEASE AND CLAIM-OVER

- A. *Scope.* As of the Effective Date, and to the fullest extent permitted by law, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasers' Released Claims, and (2) the State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) absolutely, unconditionally, and irrevocably release, discharge, waive, and covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any and all claim, demand, liability, or relief of any kind or character whatsoever (including any Claim) as a result of, arising out of, or relating in any way to the Released Claims and extend to the full extent of the power of each Releaser to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:

- a. Released Entities shall not seek indemnification (other than pursuant to an insurance contract) from Non-Parties for their payment obligations under this Agreement;
- b. The payment of the Settlement Sum described in Section III.A shall be the sole payment made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), the Products, the Actions, and/or the Alleged Harms, and each Releaser expressly waives its right to seek reallocation to Mylan pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releaser is unable to collect from any other party held to be liable to the Releaser;
- c. Claims by Releasers against Non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means;
- d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of*

*McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct, the Products, and/or the Alleged Harms of a Non-Party under any theory, including on the basis of contribution, indemnity, or other claim-over (a "Claim-Over");

- e. The provisions of this subsection VI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith; and
- f. The actions of a Releasor and the Released Entities taken pursuant to Section VI.B.4 must, in combination, ensure the Released Entities are not required to pay more with respect to Covered Conduct than the Settlement Sum owed by Mylan under this Agreement.

2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity), the Products, the Actions, and/or the Alleged Harms, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Mylan in subsection VI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms against a Non-Released Entity that does not contain a prohibition like that in subsection VI.B.2, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided

in subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms (beyond the amounts that will already have been paid by Mylan under this Settlement Agreement). Such steps may include, where permissible:

- a. Filing of motions to dismiss or such other appropriate motion by Mylan or the Released Entities, and supported by the Releasors, in response to any Claim filed in litigation or arbitration;
- b. Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
- c. Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
- d. Return of monies paid by Mylan to that Releasor under this Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
- e. Payment of monies to Mylan by that Releasor to ensure that it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
- f. Credit to the Released Entity under this Agreement to reduce the overall amount to be paid under this Agreement such that the Released Entity is held harmless from the Claim-Over; and
- g. Such other actions as the Releasors and the Released Entity may devise to hold the Released Entity harmless from any Claim-Over.

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waives and fully, finally, and forever releases, and discharges any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VI.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and

its Releasers) and each Participating Local Government (for itself and its Releasers) expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Local Government's decision to participate in the Agreement.

- D. *Cooperation.* Releasers (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity; (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims; and (c) will not participate in or join as a class member or class representative in a class action lawsuit and/or bring any claim, action, suit, appeal, or other proceeding against any Released Entity, directly or indirectly, regarding any and all Released Claims, and acknowledge that this Agreement is a bar to any such claim, action, suit, appeal, or other proceeding.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Dismissal Order or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* On or before the Participation Date, the State will provide an Election and Release Form (in the form annexed as Exhibit I). By executing the Election and Release Form, the State confirms that it will settle and release (1) its claims; (2) the claims of all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts; and (3) the claims of any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Attorney General is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasers. Nor shall such releases be

impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.

- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct, the Products, and/or the Alleged Harms that are not asserted in any Actions to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims by Releasors against parties who are not Released Entities, Claims by private individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the Plaintiffs take no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct, the Products, the Actions, and/or Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Amount serves as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. For the avoidance of doubt, this Agreement also does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.), or *The State of Connecticut, et al. v. Sandoz, et al.*, Civil Action No. 2:20-cv-03539-CMR (E.D. Pa.).

## VII. PARTICIPATION BY LOCAL GOVERNMENTS

- A. *Notice.* As soon as practicable after the Execution Date, Plaintiffs' Counsel shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include by letter, email, and other standard, non-publicized forms of notification.
- B. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Plaintiff becomes a Participating Local Government by virtue of execution of this Agreement, as of the Execution Date. All other Litigating Local Governments and Later Litigating Local Governments may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local

Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having its claims extinguished by operation of law or released by the State's Office of the Attorney General.

- D. *Requirements for Becoming a Participating Local Government: Authority.* Plaintiffs and each Local Government that executes an Election and Release Form (Exhibit D) each represents and warrants that (a) its executing representative has full legal right, power, and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement or the Election and Release Form joining this Agreement by such Local Government and the consummation by such Local Government of the transactions contemplated by this Agreement have been duly authorized by such Local Government, (c) this Agreement constitutes a valid, binding, and enforceable agreement, and (d) such Local Government has not assigned any of the claims released herein to any person or entity and no consent or approval of any person or entity is necessary for such Local Government to enter into this Agreement. Each Local Government further represents and warrants that it is represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement, has been given the opportunity to review independently this Agreement with such legal counsel, and agrees to the particular language of the provisions herein, that each Local Government has had a reasonable amount of time in which to review and consider this Agreement, that each Local Government has read and understands all of the provisions herein, that each Local Government is competent to enter into this Agreement, and that each Local Government is entering into this Agreement knowingly and voluntarily of its own free will. Each Plaintiff by executing this Agreement and each other Local Government by executing the Election and Release Form further represents that it does not rely on inducements, promises, or representations made by anyone other than those embodied in the Agreement.
- E. *Representation With Respect to Local Government Participation.* Plaintiffs' Counsel believes the Settlement Agreement to be fair and represents and warrants that Plaintiffs' Counsel has a good faith belief that all Litigating Local Governments will become Participating Local Governments. Counsel acknowledges the materiality of the foregoing representation and warranty. Further, Plaintiffs' Counsel will use best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the Plaintiffs' Counsel shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Mylan and Released Entities, which may include seeking the enactment of a legislative Bar.
- F. *Non-Participating Local Governments.* To the extent there are any Non-Participating Local Governments, Mylan shall exercise its election as set forth in Section III(B). If Mylan elects to proceed with the Agreement and/or reduce the

settlement amount pro rata, Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.

- G. *Representation With Respect to Abatement Claims.* The Plaintiffs represent and warrant that the Remediation Amount shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement Agreement is intended to release the Released Claims, which include but are not limited to any and all Claims for abatement within the State. The Plaintiffs acknowledge the materiality of the foregoing representation and warranty.
- H. *Representation With Respect to Litigation Cost Amount.* Counsel submits to the jurisdiction of the Court for purposes of an application to receive attorneys' fees and costs from the Common Benefit Fund, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.
- I. *Case Management Order.* The Parties will at Mylan's election jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit H, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

#### **VIII. MISCELLANEOUS**

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Mylan and Plaintiffs and between the Released Entities and all Releasers. Mylan is entering into this Settlement Agreement solely for the purposes of settlement and to resolve all Actions and Released Claims and thereby avoid significant expense, inconvenience, and uncertainty. Mylan denies the allegations in the Actions and denies any civil or criminal liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Mylan or any Released Entity of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the Actions, or in any other past, present, or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* The Parties agree that, in any future legal or other proceeding, evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be used in any way, shall not be discoverable or admissible in any respect, and shall be without prejudice to each Party's legal position, except in connection with any action to enforce this

Agreement. For the avoidance of doubt, the Parties agree that evidence of this Agreement or concerning any term or provision in this Agreement, or any act performed or document executed pursuant to or in furtherance of this Agreement, (1) shall not be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any Claim or defense or allegation made in those Actions, or any wrongdoing, fault, or liability of any Released Entities; and (2) is not, shall not be deemed to be, and shall not be used as an admission or evidence relating to any liability, fault, or omission of Released Entities. This Agreement, evidence of this Agreement or concerning any term or provision in this Agreement, and any act performed or document executed pursuant to or in furtherance of this Agreement, shall not be admissible in any proceeding for any purpose, including without limitation any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, except to enforce the terms of the Agreement. Notwithstanding the foregoing, the Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- C. *Use of Evidence at Trial.* The Releasors agree that any evidence in any trial of any Claims brought by any Releasors that references Released Entities or Products will be used solely against Non-Released Entities that are defendants in such a trial.
- D. *No Precedential Value.* No part of this Agreement is intended for use by any non-Party for any purpose, including submission to any court for any purpose. The Parties agree and acknowledge that this Agreement carries no precedential value and should not be relied upon by any person or entity as evidence of any obligation of any Party under any circumstances, including to but not limited to similar circumstances.
- E. *No Affirmative Publicity.* Plaintiffs, each Participating Local Government, and their respective Releasors and Counsel agree that they will not affirmatively issue any press releases or media announcements concerning the fact of a settlement, the settlement terms, or the Agreement at any time, including after the Execution Date, the Participation Date, and the Effective Date. The Released Entities acknowledge that Releasors are public entities and that this provision shall in no way prevent Releasors from fully complying with all laws regarding public disclosures, seeking approval of this settlement, or fulfilling their role as publicly elected officials. Notwithstanding the foregoing, Mylan shall have the right to disclose the settlement in connection with its financial, legal, insurance, securities, or reporting procedures or obligations as needed or appropriate.

- F. *Non-Disparagement.* Plaintiffs, each Participating Local Government, and their respective Releasers and Counsel agree not to make any written or verbal statement to any person or entity at any time in the future that is critical, denigrating, or otherwise reasonably likely to be harmful to the Released Entities, or to be injurious to the goodwill, reputation, or business standing of the Released Entities, relating to the Released Entities' role or alleged role with respect to the Covered Conduct, the Products, the Actions, and/or the Alleged Harms.
- G. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length, and the State and the Participating Local Governments agree that the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein represent appropriate and fair consideration.
- H. *Taxes.*
1. Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code ("IRC") and Regulation Section 162-21(b) *et seq.*, the Remediation Amount paid by Mylan constitutes restitution or remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law within the meaning of IRC Section 162(f)(2)(A). The Parties acknowledge, agree, and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government, or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government, or any other person or entity for the costs of any investigation or litigation within the meaning of Regulation Section 1.162(f)-21(e)(4)(iii)(A); and that no portion of the Remediation Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments or an election to be treated in lieu of a fine as such under Regulation Section 1.162(f)-21(e)(4)(iii)(B).
  2. The State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service signed by the Appropriate Official as defined in Regulation Section 1.6050X-1(f)(1), and in compliance with regulations prescribed under Regulation Section 1.6050X-1 *et seq.*, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Mylan prior to January 31<sup>st</sup> following the year in which this Agreement becomes binding.
  3. The State and Participating Local Governments shall cooperate in good faith with Mylan with respect to: (a) preparation of Form 1098-F described above, (b) documentation required by Regulation Section 1.162-21(b)(3)(ii), and (c) tax claims, disputes, investigations, audits, examinations, contests, litigation, or other proceedings relating to this Agreement.

4. Mylan makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof, and shall have no obligation, liability, or responsibility in connection with any tax filings to be made by the State and Participating Local Governments.
- I. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Mylan or the Released Entities in violation of applicable federal, state, or other laws.
- J. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- K. *Binding Agreement.* This Agreement, inclusive of all Releases, including the Election and Release Forms by the State and Participating Local Governments, which are incorporated hereto, shall be binding upon, and inure to the benefit of, the successors and assignees of the Agreement Parties and the Released Entities.
- L. *Choice of Law.* The Parties shall meet and confer in an attempt to resolve any issues arising under this Agreement. Barring resolution, any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- M. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- N. *No Party Deemed to be the Drafter.* None of the Agreement Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- O. *Authority.* Undersigned counsel for Plaintiffs represents and warrants that Plaintiffs have duly authorized such undersigned counsel to enter into this Agreement on their behalf.
- P. *Modification.* This Agreement may only be altered, amended, modified, or otherwise changed by a written agreement of the Parties.
- Q. *Waiver.* This Agreement shall not be subject to waiver, modification, or amendment unless by written instrument duly executed by the Parties. Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such

failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement. This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Mylan or any other Released Entity in any action (including, but not limited to, the Actions) or any other proceeding. This Agreement shall not be construed or used as a waiver of any Mylan or Released Entity's right to defend itself from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the Covered Conduct, the Products, the Actions and/or the subject matter or terms of this Agreement. For the avoidance of doubt, nothing in this Agreement is intended to or shall be construed to prohibit any Mylan or Released Entity in any way whatsoever from taking legal or factual positions with regard to any Covered Conduct and/or Products in defense of litigation, other legal proceedings, or investigations.

- R. *Entire Agreement.* This Agreement, which expressly includes all executed Election and Release Forms, represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- S. *Counterparts.* This Agreement may be executed in counterparts, and an electronic signature, facsimile signature, or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature. Each counterpart shall be deemed an original, all of which together shall constitute one and the same agreement.
- T. *Severability.* In the event any one or more immaterial provisions of this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such void, invalid, illegal, or unenforceable provision shall be severed from the Agreement and shall not affect any other provision of this Agreement, which shall remain in full force and effect. Material provisions are those in Sections III.A, III.B, III.E, V, VI, VII.B, VII.C, VII.D, VII.E, and VII.G of this Agreement, which shall not be severable.
- U. *Notice.* All notices under this Agreement shall be provided to the following via email and hard copy sent by Overnight Mail:

Counsel for Mylan

HOGAN LOVELLS US LLP  
Rebecca C. Mandel, Esq.  
555 Thirteenth St., NW  
Washington, DC 20004  
rebecca.mandel@hoganlovells.com

Counsel for Plaintiffs

Bob Fitzsimmons, Esq.  
Mark Colantonio, Esq.  
Fitzsimmons Law Firm, PLLC  
1609 Warwood Avenue  
Wheeling, West Virginia 26003  
Telephone: (304) 277-1700  
Facsimile: (304) 277-1705

Kevin C. Harris, Esq.  
Eric J. Holmes, Esq.  
Law Offices of Harris and Holmes, PLLC  
115 North Church Street  
Ripley, West Virginia 25271  
Telephone: (304) 372-7004  
Facsimile: (304) 372-7042

**\*\*\*SIGNATURE PAGE FOLLOWS\*\*\***

Authorized and agreed to by:

*Douglas Miner*

MYLAN PHARMACEUTICALS INC.  
Douglas Miner  
General Counsel, North America

*Kevin C. Harris / mac per authority*

Kevin C. Harris (WVSB# 8814)  
Law Offices of Harris and Holmes, PLLC  
115 North Church Street  
Ripley, West Virginia 25271  
Telephone: (304) 372-7004  
Facsimile: (304) 372-7042

*On behalf of Plaintiffs*

*Eric J. Holmes / mac per authority*

Eric J. Holmes (WVSB# 8857)  
Law Offices of Harris & Holmes, PLLC  
115 North Church Street  
Ripley, West Virginia 25271  
Telephone: (304) 372-7004  
Facsimile: (304) 372-7042

*On behalf of Plaintiffs*

*/s/ Bob Fitzsimmons*

---

Bob Fitzsimmons (WVSB# 1212)  
Fitzsimmons Law Firm, PLLC  
1609 Warwood Avenue  
Wheeling, West Virginia 26003  
Telephone: (304) 277-1700  
Facsimile: (304) 277-1705

*On behalf of Plaintiffs*

*/s/ Mark Colantonio*

---

Mark Colantonio (WVSB# 4238)  
Fitzsimmons Law Firm, PLLC  
1609 Warwood Avenue  
Wheeling, West Virginia 26003  
Telephone: (304) 277-1700  
Facsimile: (304) 277-1705

*On behalf of Plaintiffs*



# APPALACHIAN EQUIPMENT SOLUTIONS

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**Rented from**

1750 Hackers Creek Rd                      304-884-8888 Phone  
Jane Lew, WV 26378

**Customer #: 1309**

Weston Sanitary Board  
171 Main Ave

WESTON, WV 26452                      Phone 304-269-3489

**Remit To:**

1750 Hackers Creek Rd  
Jane Lew, WV 26378  
304-884-8888 Phone

**Status: Estimate**

Estimate #: q102075-1

Estimated: Fri 5/26/2023 9:00AM

Billed Thru: Fri 5/28/2023

Ordered By: quote

Terms: On Account

Operator: Jeff Dalrymple

Qty	Key	Items Sold	Status	Each	Price
1	SLQT5377-1	Spring loaded manual coupler SY35 Werk-B	Retail	\$2,591.00	\$2,591.00
1	SOOSANSQ35-1	Breaker includes moil, hoses, tool box S	Retail	\$6,750.00	\$6,750.00

**Estimate valid for 30 days.**

This is an Estimate Only

**Estimate**

Sales:	\$9,341.00
Subtotal:	\$9,341.00
<b>Total:</b>	<b>\$9,341.00</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$9,341.00</b>

**Signature:**

Weston Sanitary Board

**Nate Stansberry**

---

**From:** Pittsburgh Spray <support@pittsburghsprayequip.com> on behalf of Pittsburgh Spray  
**Sent:** Friday, May 12, 2023 2:14 PM  
**To:** nstansberry@cityofwestonwv.com  
**Subject:** Invoice #D8214

# Pittsburgh Spray

## Complete your purchase

QUOTE #D8214

Hi,

Here is the quote that you requested, If you have any questions please feel free to reach us.

Thanks!

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### Order summary



**Titan PowrLiner 3500S 3000 PSI @ 0.75 GPM Gas String & Stencil Machine (2417440/02417440) × 1** **\$6,159.00**



**TITAN POWRLINER 4500 Standard 3300 PSI @ 1.25 GPM Honda® GX160 w/ Low Oil Alert Line Striper × 1** **\$7,979.00**

---

Subtotal **\$14,138.00**

---

Shipping	<b>\$0.00</b>
Estimated taxes	<b>\$0.00</b>
<hr/>	
Total	<b>\$14,138.00 USD</b>

---

## Customer information

### Shipping address

Nate Stansberry

City of Weston

AL

United States

### Billing address

Nate Stansberry

City of Weston

AL

United States

---

If you have any questions, reply to this email or contact us at  
[support@pittsburghsprayequip.com](mailto:support@pittsburghsprayequip.com)

(866) 352-6890

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# TITAN POWRLINER 4500 Standard 3300 PSI @ 1.25 GPM Honda® GX160 w/ Low Oil Alert Line Striper

\$7,979.00

From \$720.17/mo with [shop Pay](#) [View sample plans](#)

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**GTIN: 024964298594**

## POWRLINER 4500 - LEAVE YOUR MARK IN ALL THE RIGHT PLACES

The revolutionary PowrLiner 4500, built with technology that delivers a best in class stripe with sharp and consistent line quality... even on the toughest surfaces. Designed to withstand the rigors of steady, everyday use on pavement, fields and turf. It's the perfect intermediate line striper for contractors who need a maneuverable, medium-duty line striper for projects where the big machines just aren't profitable to operate. Recommended for medium-sized projects on all parking lots and athletic fields.

Sprays latex and oil based field and pavement marking coatings

- DeadLock Handlebars allows for adjusting the handlebars on three planes to fit any striper's size and comfort level; in and out, up and down, and pivot forward or back
- Ability to stripe with either 1 or 2 guns
- Elite lifetime warranty offered on the hydraulic fluid pump
- PermaStroke Technology™ provides a lifetime of durability with no piston or packings to replace and only has two field serviceable wear parts
- Sealed hydraulic system has no electronics or clutches to burn out
- Sureflo™ Pusher Valve makes priming easy
- FlatLine Pulsation Dampener™ eliminates pressure fluctuations and deadband in the system for clean, crisp lines
- No-spill pump filter holds coating in the housing when removing for an easy and quick clean up

- PowrCenter™ dashboard houses everything right at your fingers tips such as the pressure control knob, tip holder, and cup holder
- Large 16" pneumatic tires for increased portability over rough surfaces
- New swing back design for added comfort
- Removable gun allows for full stenciling capability

MAX. DELIVERY	1.25 GPM
MAX OPERATING PRESSURE	3300 psi
MAX TIP SIZE - 1 GUN - GAS	0.036"
MAX TIP SIZE - 2 GUNS - GAS	0.025"
ENGINE	Honda® GX160 with Low Oil Alert
ITEMS INCLUDED	(2) RX-80 Spray Guns, (2) 419 TR1 Line Striping Tips, 1/4" x 50' Airless Hose, 1/4" x 12' Airless Hose, 1/4" x 6' Airless Hose, and SC-6+ 517 Tip

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# Graco LineLazer 130HS Standard Series 3300 PSI @ 1.3 GPM Gas Hydraulic Airless Line Striper, 2 Manual Guns - Cart

\$9,879.00

From \$891.66/mo with [shop Pay](#) [View sample plans](#)

Quantity

1

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**SKU: 17H448**

**GTIN: 755652319955**

The LineLazer 130HS is the preferred hydraulic airless striping unit that consistently delivers everyday striping performance with proven power, day in and day out.

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  - Easy Gun Adjustments
  - Perfect gun alignment every time with easy-to-use guide mark system
  - 2-gun capability with QuikSelect gun selector
- **EZ Align Wheel System**
  - Perfect Striper Tracking
  - Simple front wheel alignment, no special tools needed
- **DualComfort Handlebar System**
  - Easy Handlebar Adjustment
- **QuikSelect Gun Selector**
  - Simple Gun Control
  - Independently control of two guns with one lever — solid/skip
- **Honda® GX Engine**
  - Reliable, Easy-to-Start Power
  - Contractor-preferred — excellent power and proven reliability
  - Oil Alert shuts down engine to prevent damage if oil level drops too low
- **Endurance Chromex Pump**
  - Reliable, Long-Life Pump
  - Industry-best pump performance — field-proven design

- Handle the most demanding materials with long-life rod treatment
- 4X harder than ordinary chrome
- **High-Efficiency Hydraulic Motor**
  - Uninterrupted Performance
  - No-Stall design
- **High-Capacity Cooling System**
  - Reduced Downtime
  - Innovative design allows the pump to run cooler and more efficiently
  - Easier and more thorough fluid changes
  - Reservoir cooling fins deflect more heat
  - No special hydraulic fluid needed
- **Easy Out Pump Filter**
  - Easy Pump Maintenance & Less Clogging
  - Inside-out design means less mess with fewer tip clogs
- **Storage Compartment**
  - New compartment for tips, guards and miscellaneous items

## Technical Specification

Compatible Material	Road-Marking Paint
Compatible Surfaces	Pavement, Turf
Engine Brand	Honda
Engine Model	GX120
Fuel Tank Capacity (gal)	0.66
Gun Activation	Manual
Includes	Flex Plus Gun (2), LineLazer RAC 5 319 Spray Tip (2), LineLazer RAC 5 421 Spray Tip (2), RAC 5 Tip Guard (2), 3/8 in x 22 ft BlueMax II Airless Hose, 3/8 in x 3 ft BlueMax II Airless Whip Hose, TSL, 4 oz
Minimum Flow Rate (GPM)	1.3
Maximum Sound Pressure Level (dB(A))	96

## Equipment requested to purchase

### Atlantic Emergency Solutions

Item SO-3285 Junk Yard Dog Stabilizing Jacks 2 medium and 2 large jacks	\$6,100.00
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### Fire Chasers Fire Equipment

10 Sections Yellow 4" hose \$580.00 piece	\$5,800.00
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6 section Yellow 1-3/4 Hose \$165.00 Piece	\$990.00
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2 Glassmaster Windshield Saws \$195.00	\$390.00
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4 Turtle Plastics Steps chalks \$135.00	\$ 540.00
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### Mid Atlantic Rescue Systems, INC

1 new hydraulic cutter to replace old cutter on rescue	\$8,893.00
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1 New hydraulic Dual pump to replace outdated pump	\$10,985.00
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1 Spare orange Hydraulic hose 32'	\$1,265.00
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Equipment all listed on quotes	Total	\$34,963.00
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		311 White Oak Lane Frostburg, Maryland 21532 Phone # 301-689-2540 Fax # 301-689-1632 www.firechasers.com		SALES ORDER	
				SALES QUOTE XXX	
				FIELD TEST	
				REPAIR ORDER	
Ron Dugan					
311 White Oak Lane				1-Jun-23	
Frostburg, Maryland 21532					
301.689.2540 office					
240.580.0913 (cell)					
Email : rdugan@firechasers.com					
Weston Fire Department			Jimmy Suttles; Fire Chief		
321 Center Avenue			304-476-6665 {cell}		
Weston, West Virginia 26452			jimmy012978@aol.com		
ORDER NUMBER	DEPARTMENT	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP
		Ron Dugan		NET 30	Plus Shipping
QUANTITY	DESCRIPTION		PRICE	AMOUNT	
10	JAFRIB Rubber Jacket Fire Hose Available in RED or YELLOW 4" x 100' Sections: 4" Storz Locking Couplings Ten {10} Year Warranty		\$580.00	\$5,800.00	
6	JAFLINE Double Jacket Fire Hose: YELLOW 1 3/4" x 50' Sections": 1 1/2" NST Couplings Ten {10} Year Warranty		\$165.00	\$990.00	
2	GlassMaster Windshield Saw		\$195.00	\$390.00	
4	Turtle Plastic Step Chocks #SC-1 Standard		\$135.00 EACH Plus Shipping	540.00	
<b>TERMS</b>					
FREE FREIGHT ALLOWANCE ON HOSE Net 30 Days Upon Invoicing Quote Valid for 45 Days					
				# 7,720.00	
QUOTE-06-01-2023					
BUYER:					



# QUOTE

13051 Redwater Drive  
 Chester, VA 23836  
 (800) 442-9700  
 equipmentorders@atlanticemergency.com

Quote NO. 44568  
 Employee NO. 1141  
 CUSTOMER ID  
 DATE 04/11/2023  
 EXPIRATION DATE 05/11/2023

**Bill To** Weston Volunteer Fire Department Inc. WV  
 321 Center AVE  
 Weston West Virginia 26452-2030  
 United States

**Ship To** Weston Volunteer Fire Department Inc. WV  
 United States

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
Jay Parsons						Freight Not Included

QTY	ITEM #	NAME / VENDOR / DESCRIPTION	UNIT PRICE	LINE TOTAL
1	SO-3285	SO-3285 JYD JUNK YARD DOG JYD-ZRS MDLG / ZSTRUT 2 MED 2 LARGE STRUT KIT	\$6,100.00	\$6,100.00
SUBTOTAL				\$6,100.00
TAX				0.00%
FREIGHT ESTIMATE				\$0.00
TOTAL				\$6,100.00

Quote Comments:

# Estimate

Mid-Atlantic Rescue Systems, Inc.  
 11 Byte Ct - Suite A  
 Frederick, MD 21702-2805  
 Ph.301-682-9681  
 Fx. 208-460-8648

Date	Estimate #
2/10/2023	23-7106

<b>Name / Address</b>
Weston Volunteer Fire Department 321 Center Ave. Weston, WV 26452

<b>Project</b>

Item	Description	Qty	Cost	Total
<del>158.012.163</del>	<del>CUTTER CU 5050i - CORE</del>	1	<del>8,893.00</del>	8,893.00
158.012.130	SP 5250 SPREADER CORE	1	<del>10,265.00</del>	<del>10,265.00</del>
158.032.031	TR 5350 LP TELESCOPIC RAM w/LASER	1	<del>7,469.00</del>	<del>7,469.00</del>
<del>158.152.178</del>	<del>SR20 - PC2 - CORE Duo Gas Pump</del>	1	<del>10,985.00</del>	10,985.00
158.572.125	32' Length of CORE hose ORANGE	1	<del>1,265.00</del>	1,265.00
158.572.128	32' CORE Hose BLUE	1	<del>1,265.00</del>	<del>1,265.00</del>
				<b>21,143</b>

We look forward to working with you	<b>Subtotal</b>	\$40,142.00
	<b>Sales Tax (0.00)</b>	\$0.00
	<b>Total</b>	\$40,142.00

**BID SHEET**  
**CITY OF WESTON, WV**  
**ASPHALT PAVING OF CITY STREETS AND LOTS**

PRICING VALID THRU DECEMBER 31<sup>st</sup>, 2023

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

**BIDS**

Price (Per Ton) \$ 135.75 (Estimated at 2000 tons)

Handwork (Per Ton) \$ 10.70 (Where necessary)

Milling (per square yard) \$ 4.65 (Where necessary)

**Note:** All prices shall include the cost of all items (material, labor, equipment, etc.) related to the installation and preparation as detailed in the General Specifications.

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor J.F. ALLEN COMPANY Phone 304-472-8890

Address PO BOX 2049, BUCKHANNON, WV 26201

Name and Title of Agent BRYAN E. LEATHERMAN, VICE PRESIDENT

Signature of Authorized Agent  Date 06/01/2023

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

The City reserves the right to reject any bid received, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this request for bid in part or in its entirety if in the interest of the City. This solicitation of bid is not a formal contract for work to be performed. The City also reserves the right to add or subtract from the quantities of work within reason and not negotiate a change in price.

### City of Weston, WV 2023 Paving List

City Ward	Street/Location	Beginning Point	Ending Point	Estimated Width (ft)	Estimated Length (ft)	Milled Area (yd <sup>2</sup> )	Estimated Tonnage @ 1.5"	Overlay
1	Water Street City Parking Lot	All		32	287	1020	83	
1	South River Avenue	Kitson Street	Moss Street	12	1465	1953	159	
2	Karl Street	US 33 @ Gee Lick	US 33 @ Kunst Drive	17	1546	2920	238	
2	Jonathan Street	US 33 @ Hunter Avenue	Broad Street	23	327	836	68	
3	Spring Street	Previous paving seam	Dead end of Spring Street	13	1560	2253	184	
3	Monroe Avenue	12th Street	Bellview Street	15	773	1288	105	
4	Water Street	W 4th Street	W 2nd Street	24	1238	3301	269	
4	Court Avenue	W 3rd Street End Limits	W 4th Street Intersection	29	324	1044	85	
				Estimated Total Area (yd <sup>2</sup> ) for Milling:		14617		
						Estimated Total Tonnage:		1192

rev. 5/19/2023

Mayor's Report

May 2023

Kim Harrison-Edwards

May 1 – Council Meeting

May 11 – 12 WVML Board Meeting

May 15 – Lewis County CEOS Luncheon

May 15 – Weston Sanitary Board Meeting

May 16 – Nate & I worked on Congressional Earmark Funding Requirements

May 16 – Special Meeting

May 17 – Worked on Healthcare/Attractions section of Comprehensive Plan

May 17 – HUD Congressional Earmark Webinar

May 18 – Historic Landmarks Commission Meeting

May 18 – Division of Highways Meeting

May 19-20 – Worked on Welcome to Weston Guide

May 22 – D.O.T. Webinar

May 22 – Neighborhood Watch Meeting

May 24 – Met with City Attorney

May 24 – LC EDA Meeting

May 24 – HUB Meeting